

**NIXON
PEABODY**

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

Eric C Jeffrey
Counsel
ejeffrey@nixonpeabody.com

Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-4501
202-585-8000

April 7, 2016

BY HAND

The Hon. Karen V. Gregory
Secretary of Federal Maritime Commission
800 North Capitol St.
Room 1046
Washington, D.C. 20573

Re: Docket No. 15-11 – Igor Ovchinnikov v. Michael Hitrinov

Dear Ms. Gregory:

Enclosed for filing in the above-captioned matter are an original true copy and five (5) additional copies of Respondents' Motion for Extension of Time.

Please contact me if you have any questions.

Sincerely,

Eric C. Jeffrey

Enclosure

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV

v.

**MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

**RESPONDENTS' MOTION FOR
ADDITIONAL TIME IN WHICH TO RESPOND**

Specially Appearing Respondents Michael Hitrinov ("Hitrinov") and Empire United Lines, Co., Inc. ("EUL," collectively "Empire")¹ move for additional time in which to respond to the Presiding Officer's March 30 Order to Show Cause (including by way of a challenge to service of process), until 21 days after resolution of Respondents' forthcoming motion to stay these proceedings pending determination of first-filed federal court litigation seeking damages for the same actions regarding the very same cars.² The grounds for this motion, elaborated in the incorporated memorandum in support, are as follows:

¹ Mr. Hitrinov is not an NVOCC and is not licensed as such. Nor is he otherwise one of the limited categories of entity subject to the FMC's jurisdiction. As complainants have suggested a veil-piercing basis for his inclusion, we will leave that matter to another day.

² Empire is filing essentially identical motions in both Docket No. 15-11 and Docket No. 1953(I). In order to reduce legal costs for all parties, Empire requested the consent of complainants' counsel that the parties file a single document in both cases for this and other preliminary motions where the issues are the same, but complainants' counsel declined on the grounds that complainants wish the two cases to proceed on different tracks. We do not know what exactly is meant by two tracks, but see no reason why that should preclude joint briefing and combined consideration of common motions. We nevertheless accede for now to complainants' request.

1. This complaint is simply the latest step in a long, convoluted, and troubling web of claims over the very same cars.
2. The precise cars at issue here are also at issue in previously-filed federal litigation pending in the District of New Jersey.
3. Litigating claims in two jurisdictions regarding the same cars is contrary to judicial or administrative economy and creates a real threat of inconsistent results and unconstitutional double injury.
4. These are exactly the type of circumstances that warrant a stay.
5. In light of the foregoing, Respondents plan to file a motion to stay these proceedings pending resolution of the federal court claims, similar to the stay that was granted in Docket No. 15-08.
6. Counsel for Respondents was recently hired, and needs time to prepare the motion for stay, which, if granted, would eliminate the need for further filings, at least for now.

Memorandum in Support

As elaborated below, this proceeding presents a classic example of circumstances under which the Commission should stay its hand in light of ongoing proceedings in another forum. Empire, however, is not currently seeking a stay, but merely asking for an extension of the time in which to respond to the Order to Show Cause, so that Empire through its recently-hired counsel can have a meaningful opportunity to file the stay motion and be heard on the matter, before prematurely jumping to other issues that may never need to be addressed.³

³ Counsel for Complainants declined consent to this motion on the apparent ground that the stay issue had already been determined by the Presiding Officer's denial of a stay in Docket 14-16. This is far from true. Not only does this proceeding involve different complainants, but also, and more importantly, an entirely different federal court proceeding in an entirely different posture. Moreover, unlike Docket 14-16, in this proceeding there is a significant possibility of constitutionally-prohibited double liability regarding the very same vehicles. Finally, in Docket 14-16, the Presiding Officer found that the federal court case was essentially over, which is not the situation here. In any
(Footnote continued on next page)

A. Brief Background

It is not possible in a motion such as this to give even a brief summary of all the activities concerning these cars, so we provide instead just a skeletal outline of the most relevant facts.⁴

As stated in the Complaint, Respondents had nothing to do with the purchase/sale of the cars at issue. Rather, Complainants purchased the cars from Global Auto, Inc., Effect Auto Sales, Inc., G-Auto Sales, Inc. or other related companies owned and/or controlled by a Mr. Kapustin, which promised to deliver the vehicles in Russia. For convenience in this limited context, and as a federal district court in New Jersey has found Mr. Kapustin to be an alter ego of these companies, we hereinafter refer to Mr. Kapustin and all companies involved in this matter that he owns or controls as “Kapustin Global Auto Group”).

Due to a quirk in Russian import laws, it was financially attractive for residents of Russia to purchase used vehicles in the United States for importation into Russia. To fulfill his delivery obligation, Kapustin Global Auto Group contracted with Empire to transport such cars in containers from the United States to a facility in Kotka, Finland operated by CarCont,⁵ where the containers were opened and the cars and other cargo de-vanned. The vehicles were then picked up by a member of the Kapustin Global Auto Group (Global Cargo Oy), after a request for release was made by the Group. This arrangement existed for years, and involved many cars beyond the few at issue here.

event, the possibility that Empire will not prevail on its motion to stay is no reason to take away its ability to make such a motion, where the relevance of the Presiding Judge’s Order in Docket 14-16 may be ventilated in full.

⁴ We describe these facts for background only, and so have not attempted to provide documentary support for every assertion. Such support will be provided as appropriate in the stay motion.

⁵ While CarCont was named as a respondent in this case, it appears not to have been served with the Complaint (it is Empire’s position that it too was not properly served), and it is not represented here because neither EUL nor Mr. Hitrinov has authority to hire counsel for CarCont. In any event, there is nothing of which we are aware to suggest that CarCont is a type of entity that falls within the jurisdiction of the FMC.

As the Complaint itself indicates, Empire never dealt with individual customers of the Kapustin Global Auto Group; and indeed Empire had no knowledge as to their identity. This was true as a general matter, and is true here. Complainants never requested Empire to release the vehicles in question (neither did the Kapustin Global Auto Group) and Empire did not know who the individual customers were until the commencement of this dispute.⁶

Empire also had a financial relationship with the Kapustin Global Auto Group; it provided the Group with funds (in the neighborhood of \$450,000) to purchase the vehicles that it sold to purchasers, including Complainants, with the cars serving as collateral. The Kapustin Global Auto Group defaulted on the loan, and to mitigate its damages Empire liquidated the approximately 60 cars in its possession or control. There then commenced a long and complicated dance.

The Kapustin Global Auto Group began telling its customers clamoring for their cars that Empire was improperly refusing to release the vehicles, even though no request for release had ever been made to Empire by the Group, the Complainants, or anyone else. Eventually, the same counsel who today represents Complainants represented the Group in a lawsuit against Empire in the U.S. District Court for the Eastern District of New York. See Attachment 1.⁷ This complaint included within its scope the very same cars at issue here.

⁶ Because there was no shipper-carrier relationship between Empire and any of the complainants, this matter would in any event need to be dismissed for lack of subject matter jurisdiction, and because complainants have no standing to seek reparations for shipments as to which they did not pay the ocean freight to Empire. These issues need not be addressed at present if the forthcoming stay motion is granted.

⁷ Such dual representation, should this Complaint go forward, would appear to create significant ethical issues. It is unclear to counsel for Empire how counsel for complainants may prosecute a case that is potentially adverse to his former employer, and how he can meet his duty of undivided loyalty when he cannot advise his current clients to raise claims against his former client. Kapustin has already complained in court about this representation against his interests. Further, complainants' counsel is potentially a fact witness in this matter, and at the very least will be subject to discovery, as to which Kapustin has waived privilege. See Attachment 2. These issues too could be postponed by the stay that Empire intends to file.

Litigation in the EDNY and elsewhere did not go well for the Kapustin Global Auto Group, to put it mildly. Disgruntled customers sought to intervene in the EDNY action, asserting that they had been the victims of bait and switch tactics engineered by the Group. When intervention was denied, these customers filed a separate lawsuit against the Kapustin Global Auto Group in the United States District Court for the District of New Jersey, asserting claims under RICO. See Civil Action No. 13-cv-07152(NLH)(AMD). The judge in New Jersey made a preliminary finding that the Kapustin Global Auto Group had engaged in the predicate acts of mail and wire fraud, and was poised to issue an order freezing the Group's assets, when it promised to provide funds voluntarily to serve as security for a potential judgment.

As one might surmise, the Kapustin Global Auto Group in fact never provided the promised funds. Instead, the Group declared bankruptcy. The bankruptcy filings were, however, dismissed as by the district court in New Jersey as fraudulent. The New Jersey judge thereafter entered a default judgment against the Kapustin Global Auto Group, with damages being set at \$2.3 million.

Events in the EDNY also went poorly for the Kapustin Global Auto Group. Preliminary relief in the nature of a TRO was refused by the court. In March 2015, all of its lawyers (including Complainants' counsel here) sought, and were granted, leave to withdraw. The case was thereupon dismissed, without prejudice, for failure to prosecute.

Meanwhile, back in New Jersey, successful plaintiffs experienced great difficulty finding the Kapustin Global Auto Group's hidden assets for collection on the \$2.3 million judgment, and so decided as an alternative to accept assignment of Kapustin's purported claims against

Empire.⁸ This assignment encompassed all of the 60 odd cars, including the very same cars at issue here. The New Jersey case remains pending.

B. Argument

The instant complaint involves cars that are already the subject matter of litigation in the district court in New Jersey. Judicial economy supports resolution of the matter by a single adjudicator, just as it did in Docket No. 15-08. And it is untenable and quite possibly unconstitutional, that Empire should be subject to potential duplicate liability regarding the same assets in different jurisdictions. See, e.g., *Western Union Telegraph Co. v. Pennsylvania*, 368 U.S. 71 (1961). This is simply a twist on the basic concept of interpleaders – that a defendant may not have the same property or funds taken from him twice.

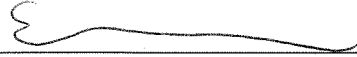
While the obvious propriety of a stay may be relevant as background to this motion, that question is not actually at issue here. What is at issue is the ability of Empire to be heard in a meaningful manner on its arguments in favor of a stay. This is a fundamental tenet of due process. *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965) (respondent must be given a right to be heard “at a meaningful time and in a meaningful manner”).

In order to have a meaningful opportunity to be heard on the stay issue, recently-hired counsel for Empire needs additional time to respond to the Order to Show Cause so that Empire’s forthcoming stay motion may be timely considered rather than leapfrogged. Accordingly, Empire requests the Presiding Officer to grant an extension of time of 25 days after resolution of the forthcoming motion to stay, provided that such motion is filed by April 15,

⁸ Because the Kapustin Global Auto Group’s claims against Empire were in the EDNY, the Group filed a cross-claim making the same claims in the New Jersey case, see Attachment 3, after which the plaintiffs were substituted for the Group in accordance with the assignment.

2016. Should the Presiding Officer deny this motion, Empire requests that the period for response to the Show Cause Order be extended until 21 days after such denial.

Respectfully submitted,



Eric Jeffrey

Harini N. Kidambi

Nixon Peabody LLP

799 9th Street, N.W., Suite 500

Washington, D.C. 20001

(202) 585-8701 (p)

(855) 844-704-7230 (f)

ejeffrey@nixonpeabody.com

Specially Appearing Counsel for Specially
Appearing Respondents

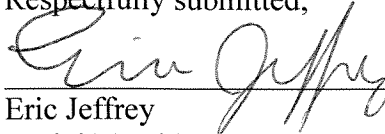
Certificate of Service

I hereby certify that I have this day served the foregoing document via electronic and first-class mail to the following:

Marcus A. Nussbaum, Esq.
Seth M. Katz, Esq.
P.O. Box 245599
Brooklyn, NY 11224
marcus.nussbaum@gmail.com

Dated at Washington, DC, this 7th day of April, 2016.

Respectfully submitted,



Eric Jeffrey

Harini N. Kidambi

Nixon Peabody LLP

799 9th Street, N.W., Suite 500

Washington, D.C. 20001

(202) 585-8701 (p)

(855) 844-704-7230 (f)

ejeffrey@nixonpeabody.com

Specially Appearing Counsel for Specially
Appearing Respondents

ATTACHMENT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Harlan Greenberg, Esq. (HG 0295)
Law Offices of Harlan Greenberg
20 Vesey Street, Suite 1406
New York, New York 10007
212-964-0503 (office)
212-964-0009 (fax)
harlangesq@comcast.net
Attorney for Plaintiffs

CV 13-2479

<p>GLOBAL AUTO, INC., G AUTO SALES, INC., and EFFECT AUTO SALES, INC.,</p> <p><i>Plaintiffs,</i></p> <p>— vs. —</p> <p>MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO. INC. MEDITERRANEAN SHIPPING COMPANY (USA), INC., and JOHN DOES 1 THROUGH 5,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION NO. _____</p> <p>COMPLAINT</p> <p>JURY TRIAL DEMANDED</p> <p>THOMAS, J.</p> <p>REYES, M.J</p>
--	--

Plaintiffs GLOBAL AUTO, INC. ("Global"), G AUTO SALES, INC. ("GAS"), and EFFECT AUTO SALES, INC., ("EAS") (collectively "Plaintiffs") by their undersigned attorney, The Law Offices of Harlan Greenberg, by and for their complaint against the defendants herein, state as follows:

NATURE OF ACTION

1. This is an action in law for breach of maritime contract, injunctive relief, conversion, tortious interference, fraud and related causes of action under state law, and for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C.A. §§ 1961 et seq.

2. As set forth in detail below, Plaintiffs are in the business of purchasing and exporting new and used cars from the United States to Europe. Defendant Mediterranean Shipping Company (USA), Inc. and some of the yet to be identified John Doe defendants are a shipping line engaged in the worldwide port to port transport of cargo containers via various ocean going vessels, also known as a Vessel Operating Common Carrier ("VOCC").

3. Defendants Michael Hitrinov, a/k/a Michael Khitrinov, Empire United Lines, Co. Inc., and some of the yet to be identified John Doe defendants are in the business of providing services as an ocean transportation intermediary, and operate as a non-vessel operating common carrier ("NVOCC"). These defendants arrange for the transport of automobiles overseas for automobile dealerships and personal shippers, and contracted with Plaintiffs to use their services to ship Plaintiffs' automobiles from the United States to the Port of Kotka, which is a major Finnish sea port that serves the foreign trade of Finland and the United States.

4. Plaintiffs have been forced to bring the instant lawsuit as a result of defendants' unlawful conversion of automobiles owned by Plaintiffs or Plaintiffs' customers. Plaintiffs seek injunctive relief from this Court in the form of an order compelling the defendants to immediately release automobiles owned by Plaintiffs and unlawfully held hostage by the defendants. Plaintiffs have further been forced to bring the instant lawsuit in order to recoup for lost profits and lost business suffered by Plaintiffs as a result of the Defendants' fraudulent and illegal activities, which in sum and substance are an attempt to extort additional monies from Plaintiffs, as further set forth in detail below.

THE PARTIES

5. Plaintiff GLOBAL AUTO, INC. is a New Jersey corporation with its primary place of business at 500 South Broad Street, Elizabeth, New Jersey 07202.

6. Plaintiff G AUTO SALES, INC. is a New Jersey corporation with its primary

place of business at 150-1 Carriage Lane, Delran, New Jersey 08075.

7. Plaintiff EFFECT AUTO SALES, INC. is a New Jersey corporation with its primary place of business at 508 South Broad Street, Elizabeth, New Jersey 07202.

8. Defendant Empire United Lines Co., Inc. ("Empire") is a closely held New York Corporation with its primary place of business at 2303 Coney Island Avenue, Brooklyn, New York, 11223-3337.

9. Defendant Michael Hitrinov, a/k/a Michael Khitrinov ("Hitrinov") is an adult individual and is a resident of the State of New York who maintains a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223.

10. Hitrinov is the president and/or Chief Operating Officer of Empire.

11. Defendant Mediterranean Shipping Company (USA), Inc. ("MSC") is, upon information and belief, a New York company with a principal place of business at 420 5th Avenue, 8th Floor, New York, NY 10018.

12. Defendants John Doe #1 through #5 (the "John Doe Defendants"), are persons and/or business entities that aided, abetted and/or participated in the events complained of herein but whose identities are as of yet unknown to Plaintiffs. Plaintiffs respectfully reserve the right to amend the caption and identify the John Doe Defendants by name once their identities are ascertained through discovery.

13. At all relevant times hereinafter mentioned, Empire and Hitrinov were united in interest such that they are one and the same.

14. At all relevant times hereinafter mentioned, Empire and Hitrinov were the alter/egos of each other.

15. At all times hereinafter mentioned, Empire is and was licensed by the Federal

Maritime Commission as an ocean freight forwarder and/or a non-vessel operating common carrier ("NVOCC") under license number 012052.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over the claims in this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. §§ 1331 and 1333 as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C.S. § 30701, the Shipping act of 1984, 46 U.S.C. § 40101, et. Seq., and the court's original jurisdiction in maritime matters.

17. Subject matter jurisdiction is further premised on complete diversity of citizenship pursuant to 28 U.S.C.S. § 1332, the Plaintiffs being citizens of New Jersey for diversity purposes and Defendants being citizens of New York^{and} for diversity purposes, and the amount in controversy exceeding \$75,000.00.

18. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C.S. § 1367 as such claims are also related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

19. This Court has personal jurisdiction over the all of the defendants because they reside in or transact business in this District.

20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, in this District.

FACTS COMMON TO ALL PARTIES

21. Plaintiffs Global, GAS, and EAS are in the business of exporting new and used cars from the United States to Europe. These automobiles are generally purchased by Plaintiffs

either new or used from dealers or at auctions in the United States and are then shipped from the United States overseas via ocean transport in unimodal containers (alternatively referred to as "cargo containers" or "cargo").

22. Defendant Hitrinov is the sole owner, shareholder officer and director of Defendant Empire.

23. Empire, as an NVOCC, contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

24. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage.

25. The NVOCC buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

26. The NVOCC commonly consolidates goods from several different shippers into a single container, receiving a bill of lading from the ocean carrier in relation to the container as a whole, but nevertheless issues a house bill of lading to each shipper according to Federal Maritime law.

27. An NVOCC is subject to regulation by the Federal Maritime Commission ("FMC").

28. Pursuant to rules and regulations promulgated by the FMC including, without limitation, regulations implementing the Shipping Act of 1984, 46 U.S.C. § 40101, et seq, an NVOCC can only charge a shipper prices disclosed in a published tariff filed with the FMC.

29. An exception exists with regard to NVOCCs that have entered into a negotiated rate arrangements ("NRA") with a shipper, which, if applicable, would allow the NVOCC to charge rates other than those disclosed to the FMC.

30. An NRA is defined as a written and binding arrangement between a shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after the receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

31. Empire never entered into an NRA with Plaintiffs and, consequently, the exception does not apply to the parties herein.

32. At all times relevant hereto, a master service agreement (the "Service Agreement") existed between Defendant Empire and shipping giant defendant MSC.

33. Pursuant to the Service Agreement between Empire and shipping giant MSC and others, Empire was able to obtain container space for Plaintiffs' cargo aboard vessels outbound from, inter alia, the Port of Elizabeth, New Jersey, on favorable terms.

34. From approximately March of 2010 up through December of 2012, Plaintiffs, via Empire, shipped containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland. During this time period, the automobiles shipped by Plaintiffs were either owned by Plaintiffs or had already been paid for, in whole or in part by Plaintiffs' clients, which placed a contractual obligation on Plaintiffs to ensure that the automobiles were shipped to their final destination and released to Plaintiffs' clients.

35. In all cases, arrangements for the export, shipment and delivery of the aforesaid vehicles were made with and at Defendant Empire's facility in Elizabeth, New Jersey.

36. The automobiles were shipped pursuant to an agreement between Plaintiffs and Empire that Plaintiffs would be charged one flat fee of \$750.00 per automobile, inclusive of all freight and charges (including, but not limited to charges for loading, unloading, paperwork

processing, and trucking), which fee, according to Empire and Hitrinov, was calculated on a warehouse to warehouse basis (as opposed to being determined by the port of origin and port of call). Per the agreement between the parties, Empire and Hitrinov did not charge Plaintiffs storage fees for vehicles shipped overseas. Said agreement was memorialized in tariffs included in spreadsheets provided by Empire to Plaintiffs from time to time. The spreadsheets are annexed hereto as **Exhibit "A"**.

37. At all times mentioned herein, Empire was required by law to create and deliver a Bill of Lading and invoice to Plaintiffs with respect to the Oceangoing and non-Oceangoing transport of Plaintiffs' vehicles (the "House Bills of Lading" or "HBOLs" annexed hereto as **Exhibit "A-1"**).

38. At all times mentioned herein, Empire is a logistics service company, and provides services including, but not limited to ocean freight, ground transportation, auto shipping, warehousing, tracking and tracing, and containerization. Upon information and belief, Empire prepares and files all export information through the Automated Export System (alternatively referred to as "AES"), which is the electronic means for filing export information and ocean manifest information directly to U.S. Customs.

39. As set forth herein, Empire booked shipments with VOCC's for transportation by water from U.S. origins to foreign destinations on behalf of their customers, and, upon information and belief, prepared and processed documents in connection with those shipments, represented itself on shipment documents as the forwarding agent, cleared shipments with Customs for export, arranged for inland transportation of shipments to port, and assumed responsibility for payment of ocean freight charges to the VOCCs.

40. Pursuant to U.S. customs export regulations, all export shipments must be

declared to the U.S. Census Bureau by filing all export information through the Automated Export System.

41. Pursuant to U.S. customs export regulations, any individual or entity which files export information through AES is required to provide, as part of the filing process: (1) information which identifies the principal party of interest (the person in the U.S. who receives the primary benefit, monetary or otherwise, of the foreign transaction, known as the "USPPI"); (2) the consignee information (the shipment recipient); (3) a declaration of the value of the goods being shipped; and (4) the ultimate destination of the goods being shipped.

42. Pursuant to U.S. customs export regulations, only a forwarding agent may represent a USPPI in an export transaction, and must obtain a power of attorney or other written authorization in order to act on its behalf.

43. In violation of U.S. Customs export regulations and all applicable federal and state law, Empire fraudulently represented itself to be the USPPI for the aforementioned automobiles shipped from the United States to Kotka.

44. Upon arrival at the port of destination, the exported automobiles were unloaded and stored at a private warehouse in Kotka owned by a corporation known as Carcont Ltd. ("Carcont"), and were stored for pick up by the consignee and/or the intended customer. At all times mentioned herein, Carcont, upon information and belief, is wholly owned by defendant Hitrinov.

45. Between September of 2010 through December of 2011, Hitrinov and Empire made multiple loans to Plaintiff Global for the purposes of allowing Global to maintain a cash flow during times of decreased volume of shipping. Global accepted these various loans in the amounts of \$45,000.00 on 9/20/2010; \$25,000.00 on 10/05/2010; \$100,000.00 on 10/13/2010;

\$160,000.00 on 5/12/2011; \$120,000.00 on 12/13/2011; and \$120.00 12/13/2011. Copies of the wire transfer notices evidencing these loans in the total amount of \$450,120 are annexed hereto as **Exhibit "B"**.

46. Defendants Hitrinov and Empire collected interest on the loans from Global at a yearly rate 18% per year. To date, the total amount of interest paid by Global to Hitrinov and Empire is \$139,386.00.

47. Pursuant to the Federal and New York State statutes described below: (1) defendants Hitrinov and Empire were required to be duly licensed with state and/or federal agencies which regulate banking in order to make the business loans to Global as described herein; and (2) the interest rate of 18% per year charged by defendants Hitrinov and Empire was prohibited by law.

48. Defendants Hitrinov and Empire have been involved, and are presently involved, in the practice of making loans and unlawful collection thereof as described herein, in violation of §§ 340, 358, 492, and 499 of the New York State Banking Law, §§ 105, 190.40, 190.42, and 190.45 of the New York State Penal Law, 18 U.S.C. §§ 659-660, 875(d), 892-894, 1957, 1962, 2312-2313, as well as other Federal and State law.

49. Between March of 2010 through December of 2012, Hitrinov offered Plaintiffs the use of Empire's storage facilities in Elizabeth, New Jersey for the storage of automobiles owned by Plaintiffs and for which Plaintiffs had not yet procured an overseas buyer. Per the agreement between the parties, Hitrinov charged plaintiffs a one-time storage flat fee of \$100.00 per vehicle, regardless of the length of time that the vehicles would be stored.

50. In or around September of 2012, Plaintiffs informed Empire that they had reached an agreement with other NVOCCs and ocean freight shippers such as Evergreen Shipping

Agency (America) Corp., pursuant to which Plaintiffs were extended favorable shipping rates.

Based upon the agreement with the other NVOCCs, Plaintiffs notified Empire that the business relationship between the parties would be wound down and ultimately discontinued.

51. At the time of notification, Plaintiff EAS had already shipped 37 vehicles to Finland via Empire, all of which were already being held in storage at Hitrinov's storage site in Kotka. A copy of the spreadsheet itemizing the these vehicles is annexed hereto as **Exhibit "C-1"**.

52. At the time of notification, Plaintiff EAS had an additional 20 vehicles which were already being held in storage at Hitrinov's storage site in Elizabeth, New Jersey, all of which were owned by EAS. **See, Exhibit "C-1"**.

53. The total value of the vehicles mentioned herein shipped and stored by Empire for EAS is \$1,045,931.00.

54. At the time of notification, Plaintiff Global had already shipped 5 vehicles to Finland via Empire, all of which were already being held in storage at Hitrinov's storage site in Kotka. **See, Exhibit "C-2"**.

55. The total value of the vehicles mentioned herein shipped and stored by Empire for Global is \$79,959.00.

56. At the time of notification, Plaintiff GAS had already shipped 1 vehicle to Finland via Empire, which was being held in storage at Hitrinov's storage site in Kotka. In addition to the aforementioned vehicle, GAS shipped a Yamaha boat and trailer, also held in storage in Kotka. **See, Exhibit "C-3"**.

57. The total value of the vehicles mentioned herein shipped and stored by Empire for GAS is \$39,350.00.

58. After Empire was notified of Plaintiffs' intention to wind down their business relationship with Empire, Hitrinov and Empire unlawfully seized Plaintiffs' automobiles identified herein in Exhibits "C-1" through "C-3" and have refused to release them to their intended recipients, despite the fact that Plaintiffs have lived up to their contractual obligations and have paid Empire in full for all shipping and storage charges. The freight charges (in the amount of \$750.00 per vehicle) and storage fees (originally agreed to be in the amount of \$100.00 per each vehicle stored in New Jersey) for the automobiles described herein were paid in full to Empire by all three Plaintiffs. Copies of the wire transfer notices, pursuant to which Plaintiffs paid Empire for the freight charges are annexed hereto as **Exhibit "C-4"**.

59. In addition, due to Empire's and Hitrinov's failure to timely release the 2008 Mercedes Benz ML 320 (Vin # 4JGBB22E88A372761) listed on Exhibit C-1, EAS was caused to pay an additional fee of \$10,000 in increased customs charges to Russian authorities when the vehicle was ultimately released by Empire and Hitrinov, for which EAS is now liable.

60. After Empire was notified of Plaintiffs' intention to wind down their business relationship with Empire, Hitrinov and Empire informed Global that the loans made to Global were to be repaid in full immediately.

61. After illegally seizing the automobiles, Hitrinov and Empire also made demand upon all three Plaintiffs for repayment of the loans made to Global as set forth herein.

62. All Plaintiffs have made demand upon Hitrinov and Empire for the immediate release of automobiles, which demand was refused by Hitrinov and Empire.

63. In response to the demand, Hitrinov and Empire have taken it upon themselves to contact Plaintiffs' customers, the intended recipients of the aforementioned automobiles, and have offered them the goods shipped by Plaintiffs at a radical discount, with the expectation that

any money paid by the customers will then be seized and applied by Hitrinov and Empire as against the unlawful loans and "debt", which, in no way is connected to the vehicles owned by plaintiffs EAS and GAS.

64. In short, Hitrinov and Empire are illegally and unlawfully holding Plaintiffs' cargo hostage in exchange for a payment of an unlawful debt conjured up by Hitrinov and Empire only after Plaintiffs decided to sever their business relationship. The debt has unlawfully been applied as to cargo that is owned by plaintiffs EAS and GAS.

65. This is not the first time that Hitrinov and Empire have attempted to engage in a scheme to defraud and/or this specific type of fraud.

66. On August 1, 2002, the FMC published an Order of Investigation and Hearing alleging that Empire knowingly and willfully provided false information on its bills of lading that enabled Empire to collect unwarranted compensation from ocean carriers. A true and correct copy of the Order of Investigation is attached as **Exhibit "D"**.

67. The Order of Investigation resulted in formal notification published in the Federal Register under 67 FR 53353 (2002). See, **Exhibit "E"**.

68. The investigation resulted in settlement pursuant to which Empire paid a \$40,000 civil penalty to the FMC. See, **Exhibit "F"**.

69. In addition, Empire, Hitrinov, and MSC have been sued on numerous occasions by customers alleging fraud in the companys' business practices. See, e.g. *"Garant-S" v. Empire United Co., Inc., et al.* 11-CV-1324 (E.D.N.Y. 2011) (alleging fraud over "disappearance" of motor vehicles); *Motostrada, LLC v. Hitrinov, et al.* 08-CV-3648 (E.D. Pa. 2008) (alleging fraud and extrajudicial seizure of automobiles to extract payment of inflated and retroactively imposed storage charges); *Easy Expert, Inc. v. Hitrinov, et al.* 09-CV-4714 (E.D.N.Y. 2009) (alleging

fraud, extrajudicial seizure of automobiles to extract payment for unrelated and disputed debt); *Baltic Auto Shipping Inc. v. Michael Hitrinov et al.* 11-CV-06908 (D.N.J. 2011) (alleging fraud, extrajudicial seizure of automobiles to extract payment for unrelated and disputed debt); UAB *Pamario Dvaras v. Empire United Lines Co., Inc. et al.* 12-CV-01257 (E.D.N.Y. 2012) (allegations of failure to file export information pursuant to U.S. Customs export regulations).

70. True and correct copies of the complaints filed in the aforementioned actions are attached collectively as **Exhibit "G"**.

71. It is believed and therefore averred that Hitrinov and Empire are criminals who lure customers into a business relationship on purportedly favorable terms. In the course of the relationship, Hitrinov and Empire, as the shippers, exercise dominion and control of the shipment. Generally when Hitrinov and Empire notice that the relationship is deteriorating or at some other strategically opportune time, Hitrinov and Empire utilize self-help to orchestrate an extra-judicial seizure of goods and demand a ransom under the threat that the seized goods will be sold off without regard for the value which would cause significant financial damage to its victims.

72. In light of the numerous fraud cases filed against Empire, Hitrinov, and MSC, it is believed and therefore averred that MSC has continuously aided, abetted, and protected Empire over the years, and has joined with Hitrinov and Empire in using this fundamental fraudulent business model and applying it on numerous occasions in an effort to obtain unjust and unlawful compensation. Per an article recently published in the well known Global Shipping Industry journal known "TradeWinds", a copy of which is annexed hereto as **Exhibit "H"**, Empire and Hitrinov have been accused of using inside connections with MSC to run a serial shipping scam. Pursuant to the attached article from the online news service known as Courthouse News

Service, a copy of which is annexed hereto as **Exhibit "H-1"**, Hitrinov and Empire were accused of engaging in a conspiracy to strong-arm an exporter into liquidating its inventory, and that the defendants herein owned or controlled Carcont, and tried to conceal their conversion of the plaintiff's property by claiming Carcont had denied access to the cars due to unpaid storage charges.

73. On or about June 30, 2008, the U.S. Customs and Border Protection division of the Department of Homeland Security ("CBP") issued "Informational Pipeline No. 08-012-NWK" (alternatively described herein as the "CBP Notice"), a copy of which is annexed hereto as **Exhibit "I"**.

74. Per the CBP Notice, the Department of Homeland Security implemented new regulations and procedures pertaining to the exportation of used automobiles from the United States, including the following procedures: (1) that all required documentation, including the original certificate of title, a duplicate of the title, and a dock receipt, bill of lading, or Intent to Export form which contains identifying vehicle information, must be presented to the CBP at least 72 hours prior to export; and (2) that the vehicle must be held on dock for a minimum of 72 hours after the carrier terminal accepts the vehicle, and the export documents are presented to the CBP.

75. On or about August 5, 2008, defendant MSC published and distributed its own notice/memorandum (alternatively described herein as the "MSC Notice") acknowledging the CBP Notice, a copy of which is annexed hereto as **Exhibit "J"**. The MSC Notice explains that CBP requires mandatory filing of export information prior to vessel departure through the Automated Export System for all shipments.

76. The MSC Notice further explains that pursuant to CBP regulations, the shipper or

authorized agent will be required to provide to the exporting carrier the AES ITN or exemption legend at least 24 hours prior to the exporting ships arrival at the port where the cargo is loaded.

77. Upon information and belief, Empire failed to comply with the CBP and U.S. Customs regulations described herein by creating the bills of lading that contained false or inaccurate consignee and/or AES information. See **Exhibit "A-1"**.

78. At all times hereinafter mentioned, MSC was aware, and/or should have been aware of the fact that Empire had created bills of lading that contained false and/or inaccurate consignee and/or AES information.

79. At all times hereinafter mentioned, MSC had a duty to investigate whether the AES information and/or consignee information presented by Empire was accurate.

80. Upon information and belief, MSC failed to comply with the CBP and U.S. Customs regulations described herein by failing to hold plaintiffs' automobiles on dock for 72 hours prior to export as set forth above. Annexed hereto as **Exhibit "K"** for purposes of illustration are copies of two of the bills of lading received by plaintiffs from Empire, as well as copies of the corresponding printout from MSC's website which tracked the shipment of the automobiles in the bills of lading. The printouts from MSC clearly indicate that the vehicles were not held on dock for 72 hours prior to export.

81. As set forth below, Plaintiffs seeks an award of damages in an amount sufficient to deter MSC, Hitrinov, and Empire from engaging and violating these Plaintiffs' rights and to deter defendants from performing this scheme to defraud upon anyone else.

COUNT I
VIOLATION OF THE SHIPPING ACT OF 1984

82. Plaintiffs incorporate the preceding paragraphs by reference.

83. Empire and Hitrinov violated the Shipping Act of 1984, as amended, by imposing

charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo holding it as security and/or collateral for the payment of an unjust and unlawful debt.

84. As a direct and proximate result of Defendants' unlawful activities, Plaintiffs suffered damages and losses in excess of \$1,000,000.

COUNT II
(BREACH OF FIDUCIARY DUTY)

85. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

86. At all times relevant hereto an agency relationship existed between Plaintiffs and Defendants Empire and Hitrinov.

87. Pursuant to the agency relationship, Defendants Empire and Hitrinov owed Plaintiffs a duty of loyalty and a duty of the utmost good faith and fair dealing.

88. By reason of the aforesaid, Defendants Empire and Hitrinov breached their fiduciary obligations by, *inter alia*, converting Plaintiffs' assets which were the subject of the agency relationship.

89. The actions of the Defendants Empire and Hitrinov are willful, wanton and outrageous and justify the award of punitive damages.

90. Defendants Empire and Hitrinov are therefore jointly and severally liable for all harm and damages occasioned by the aforesaid unlawful conduct.

COUNT III
(CONVERSION)

91. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

92. By reason of the aforesaid, Empire and Hitrinov have unlawfully and without justification converted Plaintiffs' property.

93. Plaintiffs have suffered damage as a result of Empire's and Hitrinov's conduct.

94. Empire's and Hitrinov's actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT IV
PLAINTIFFS v. ALL DEFENDANTS
(CIVIL CONSPIRACY)

95. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

96. By reason of the aforesaid, the defendants MSC, Hitrinov, Empire, and the John Doe Defendants - consisting of two or more persons - combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objectives by unlawful means complained of herein to the great harm and detriment to the Plaintiffs.

97. Plaintiffs have suffered damage as a result of Defendants' conduct.

98. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT V
(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)

99. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

100. By reason of the aforesaid, Defendants Empire and Hitrinov have intentionally interfered with Plaintiffs' relationships with actual and/or prospective customers and have interfered with Plaintiffs' ability to lawfully market and sell their inventory in an orderly manner.

101. Plaintiffs have suffered damage as a result of Defendants' conduct.

102. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT VI
(ACTION TO PIERCE CORPORATE VEIL)

103. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

104. Plaintiffs believe and therefore aver that Defendants Empire, Hitrinov, and MSC were active conspirators and participants in a scheme to defraud the plaintiffs. As active conspirators and participants in the conduct complained of herein, the individual defendant is not entitled to the limited liability protections of the corporate form.

105. In addition, Plaintiffs believe and therefore aver that MSC, Hitrinov, and Empire have misused the corporate form and disregarded corporate formalities to a degree where the distinction between the individual and corporate defendant and the distinction between the corporate defendants *inter se* has been rendered meaningless thereby rendering the entities a "sham" for purposes of this action.

COUNT VII
(INJUNCTIVE RELIEF)

106. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

107. Plaintiffs seek injunctive relief in the form of an order and/or decree enjoining Hitrinov and Empire from exercising unlawful dominion and control over Plaintiffs' goods that are being held hostage and/or in the process of being sold off by said defendants, and an order enjoining defendants from interfering with Plaintiffs' relationships with their customers. Plaintiffs specifically seek an order compelling the release of the vehicles and restraining the

defendants from withholding the vehicles from their rightful owners.

108. Defendants' conduct threatens immediate and irreparable harm to Plaintiffs' business reputation and goodwill for which no adequate remedy at law exists.

COUNT VIII
PLAINTIFFS v. DEFENDANT EMPIRE
(BREACH OF CONTRACT)

109. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

110. By reason of the aforesaid, Defendant Empire has breached its contract with Plaintiffs for the shipment of goods via ocean transit.

111. As a direct and proximate cause of the foregoing, Plaintiffs have suffered significant losses in excess of \$1,000,000.00.

COUNT IX
(NY CONSUMER FRAUD ACT – GEN. BUSINESS LAW § 349)

112. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

113. Plaintiffs are consumers and intended beneficiaries of the protections set forth in General Business Law § 349. The purchase of Empire's services was a transaction covered by General Business Law § 349.

114. Empire and Hitrinov engaged in deceptive acts and practices as set forth herein, in that said defendants actively and specifically induced Plaintiffs into shipping a significant quantity of goods for the purpose of placing the plaintiffs in a hopeless position where they would succumb to Defendants' unlawful demands for fear of losing revenues associated with the wrongfully seized cargo.

115. Empire and Hitrinov engaged in deceptive acts and practices as set forth herein,

in that said defendants are now imposing bogus charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo holding it as security and/or collateral for the payment of an unjust and unlawful debt.

116. Plaintiffs reasonably and justifiably relied upon and were deceived by the deceptive acts and practices of the Defendants.

117. Based upon the actions of Defendants, Plaintiffs are allowed to pierce the corporate veil and hold defendant Hitrinov personally liable for the wrongful acts of Empire under this cause of action.

118. As a result of the conduct of the Defendants that violates General Business Law § 349, Plaintiffs have been damaged and suffered compensatory damages, economic loss, lack of use of the cargo described herein, direct damages, all in an amount to be proven at the time of trial and not less than \$1,000,000.00.

119. As set forth herein, the extended history of identical allegations against Defendants by numerous other individuals and corporations definitively establishes that MSC, Empire, and Hitrinov willfully and maliciously engaged in deceptive acts, and in turn Plaintiffs are entitled to punitive damages in an amount not less than \$1,000,000.00.

120. Plaintiffs are entitled under General Business Law § 349(h) to recovery from Defendants of attorney fees paid in the bringing of this action.

COUNT X
(COMMON LAW FRAUD)

121. Plaintiffs hereby incorporate by reference the allegations set forth above.

122. By reason of the aforesaid, Hitrinov and Empire, through fraud and deceit, induced Plaintiffs into shipping a significant quantity of goods for the purpose of placing the plaintiffs in a hopeless position where they would succumb to said Defendants' unlawful

demands for fear of losing revenues associated with the wrongfully seized cargo.

123. As set forth above, from approximately March of 2010 up through December of 2012, Plaintiffs, via Empire, shipped numerous containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

124. The automobiles were shipped pursuant to an agreement between Plaintiffs and Empire that Plaintiffs would be charged one flat fee per container, which fee was calculated on a warehouse to warehouse basis.

125. As set forth above, some of the automobiles were stored at Empire's storage facilities in New Jersey pursuant to an agreement between Plaintiffs and Empire that Plaintiffs would be charged a one time storage flat fee of \$100.00 per vehicle, regardless of the length of time that the vehicles would be stored.

126. Pursuant to the agreements, Plaintiffs paid defendants in full for all shipping and storage charges.

127. The defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose that in the event that Plaintiffs were to discontinue the business relationship, that they would seize plaintiffs' cargo, unless plaintiffs agreed to pay brand new excessive charges not previously agreed upon.

128. The defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose their intent to sell Plaintiff's cargo to satisfy payment of an unjust and unlawful debt arising out of the loans made to Global.

129. Accordingly, the sum of at least \$1,000,000.00 together with applicable punitive and treble damages in an amount to be determined by the court, with all interest, attorneys' fees,

costs and disbursements incurred in connection with this action, is due to Plaintiffs from the defendants.

COUNT XI

PLAINTIFFS v. ALL DEFENDANTS

(Violation of the Racketeer Influenced and Corrupt Organizations Act -- 18 U.S.C.A. §§ 1961 et seq.)

106. Plaintiffs hereby incorporate by reference the allegations set forth above.

107. Defendants MSC, Empire, and the John Doe Defendants and other un-named parties who voluntarily and/or through coercion aided and abetted Defendants herein in the unlawful seizure and detention of Plaintiffs cargo and in the fraud and deceit complained of herein, are enterprises engaged in, and the activities of which, affect interstate and international commerce.

108. Hitrinov, and the John Doe Defendants and other un-named parties who voluntarily and/or through coercion aided and abetted Defendants herein in the unlawful seizure and detention of Plaintiffs cargo and in the fraud and deceit complained of herein, are persons within the meaning of 18 U.S.C.A. § 1961(3) and as persons employed by and/or associated with MSC and Empire, conducted and participated, directly and indirectly, in the conduct of the affairs of MSC and Empire through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

109. The predicate acts which constitute this pattern of racketeering activity are set forth above in the facts common to all parties and the foregoing causes of action, and are, to wit: a pattern of defrauding various business owners (including, but not limited to the plaintiffs) by placing their victims in a hopeless position where they would succumb to Defendants' unlawful demands for fear of losing revenues associated with the wrongfully seized cargo.

110. As set forth herein, defendants have engaged in an ongoing scheme in which they

have continued to take this fundamental business model and have applied it over and over again in an effort to obtain unjust and unlawful compensation.

111. These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1961(5).

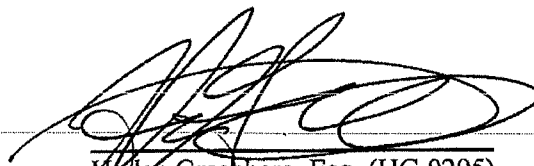
112. Plaintiffs have been injured in their business by reason of this violation of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of defendants' complained of acts, plaintiffs have suffered pecuniary damages of at least \$1,000,000.00.

113. By reason of the Defendants' violation of 18 U.S.C.A. § 1962, Plaintiffs are entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained of at least \$3,000,000.00, with interest thereof, and reasonable attorney's fees in connection herewith.

RELIEF REQUEST

By reason of the aforesaid, Plaintiffs seeks the following:

- (a) An award of actual damages in excess of \$1,000,000.00 as against Defendants, jointly and severally;
- (b) An award of punitive damages in excess of \$1,000,000.00 as against all Defendants jointly and severally;
- (c) An award of damages in excess of \$1,000,000.00, mandatory attorney's fees and costs under the New York GBL § 349 and the RICO Statute and any other applicable statute;
- (d) Treble damages as available under common law and any other applicable statutes;
- (e) Injunctive relief as needed to maintain the status quo and prevent Defendants from undertaking further unlawful and illegal acts, including but not limited to an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners; and
- (f) Such other relief as may be deemed just and equitable.



Harlan Greenberg, Esq. (HG 0295)
Attorney for Plaintiffs

Law Offices of Harlan Greenberg
20 Vesey Street, Suite 1406
New York, New York 10007
212-964-0503 (office)
212-964-0009 (fax)
harlangesq@comcast.net

Dated: April 19, 2013

EXHIBIT “A”

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 451

ST#451

104591

2009 FORD ESCAPE

IFMCU02729KD02110

15-Nov

7-Jan

MEDU8199205038EUL1049784



PAID

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 448



ST#448						
104211	2010 GMC ACADIA SLT-2	IGKLVNED6AJ138200	19-Oct	27-Nov	TCNU8761450	038EUL1046438
104211	2010 ACURA RDX	5J8TB2H29AA000682	13-Dec	13-Dec	TCNU8761450	038EUL1046438

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

 **PAID**

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 447



ST#447									
104210	2010 MERCURY MARINER	4M2CN8B74AKJ17359	18-Oct	6-Dec	CRXU9813340	038EUL1046437			
104210	2010 JEEP COMPASS SPORT	1J4NF4FB6AD583215	20-Nov	6-Dec	CRXU9813340	038EUL1046437			



PAID

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900, Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 446

7

ST#446	2009 TOYOTA CAMRY	4T1BE46K09U812264	10-Sep	19-Oct	MSCU9078156	038EUL1042248
103957						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00

 **PAID**

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 445

(Z)

ST#445							
103955	2009 SUBARU FORESTER	JF2SH61649H717573	14-Nov	5-Dec	MSCU9187861	038EUL1042246	
103955	2009 DODGE CALIBER	1B3HB48A79D129278	30-Nov	4-Dec	MSCU9187861	038EUL1042246	

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

 PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 444

(Z)

ST#444	2009 TOYOTA VENZA	4T3ZE11AX9U017211	16-Oct	15-Nov	TRU9507220	1038EUL1042245
103954						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00

 **PAID**

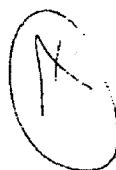
EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 443



ST#443	2009 TOYOTA CAMRY	4T1BE46K99U346317	14-Nov	16-Nov	MSCU9189268	038EUL1039334
103764						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	

 **PAID**

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 441

11

ST#441	2009 TOYOTA VENZA	4T3BE11A09U007805	16-Aug	8-Nov	TTLU617051-4	038EUL1039355
103785						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	

11

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 439



ST#439							
103783	2009 VOLKSWAGEN TIGUAN	WVGBV75N29W525297	31-Aug	6-Nov	TGHU8737440	038EUL1039353	
103783	2011 JEEP COMPASS	1J4NF5FB7BD282296	18-Oct	25-Oct	TGHU8737440	038EUL1039353	
103783	2009 MERCEDES-BENZ C300	WDDGF81X49R073295	25-Oct	6-Nov	TGHU8737440	038EUL1039353	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00



PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FI code for Bank of America BOFAUS3N

Statement # 436

ST#436	2009 MERCEDES-BENZ R320	4JGCB25E69A095805	7-Sep	10-Oct	TRIU9057653	038EUL1037583
103533						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00

 PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6300; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N



Statement # 434

ST#434							
103531	2009 TOYOTA VENZA	4T3BE11A49U004942	18-Sep	17-Oct	TTLU981862-1	038EUL1037581	
103531	2006 TOYOTA HIGHLANDER	JTEEW21AX60003919	9-Oct	15-Oct	TTLU981862-1	038EUL1037581	

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

For empty container

\$2,400.00

paid

AMOUNT DUE

\$3,900.00



PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 433

(7)

ST#433									
103393	2009 TOYOTA PRIUS	JTDKKB20U693488352	18-Sep	8-Oct	TGHU8770134	038EUL1029802			
103393	2010 VOLKSWAGEN CC	WVWNL7AN5AE527150	6-Sep	4-Oct	TGHU8770134	038EUL1029802			
103393	2009 MERCURY MARINER	4M2CU87729KJ12992	24-Aug	8-Oct	TGHU8770134	038EUL1029802			

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

PAID



EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900, Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 432

(7)

ST#432	103310	2009 SUBARU FORESTER	JF2SH63619H742041	4-Sep	3-Oct	TTLU224876-4	038EUL1034412
--------	--------	----------------------	-------------------	-------	-------	--------------	---------------

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00

COST OF CONTAINER	\$2,400.00
-------------------	------------

AMOUNT DUE	\$3,150.00
------------	------------

— 1000.00 adjustment for
(7-13)
in bottle

 PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 430



ST#430						
103163	2012 JEEP COMPASS SPORT	1C4NJBALCD573626	12-Sep	19-Sep	MSCU9808526	038EUL1029724
103163	2011 SAAB 9-4X AERO	3G0FNUE62BS800047	20-Sep	18-Sep	MSCU9808526	038EUL1029724

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

 **PAID**

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 02100033Z
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 429



ST#429							
103162	1991 CADILLAC BROUGHAM	1G6DW5473MR718683	10-Sep	19-Sep	MSCU9950675	038EUL1029723	
103162	2009 TOYOTA VENZA	4T3ZE11A79U005453	16-Aug	18-Sep	MSCU9950675	038EUL1029723	

1300
757

AMOUNT TO PAY	\$2,050.00
AMOUNT PAID	
AMOUNT DUE	\$2,050.00

☒ PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 427

ST#427	2009 MERCEDES-BENZ ML320	4UGBB25E09A497525	7-Sep	11-Sep	TRLU5762222	038EUL1030864
103109						

AMOUNT TO PAY	\$750.00
AMOUNT PAID	
AMOUNT DUE	\$750.00



PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 425

ST#425							
103028	2009 MERCURY MARINER	4M2CU87779KJ12759	27-Aug	6-Sep	TRIU9855139	038EUL1030651	
103028	2010 VOLKSWAGEN CC	WVWML7AN0AE513412	20-Aug	31-Aug	TRIU9855139	038EUL1030651	
103028	2010 SUBARU LEGACY	4S3BMCA60A3228095	3-Sep	31-Aug	TRIU9855139	038EUL1030651	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 424

7

ST#424									
102910	2008 MERCEDES-BENZ ML320	4JGBB22E88A372761	✓	27-Aug	30-Aug	AMFU8757503	038EUL1023779		
102910	2008 VOLKSWAGEN PASSAT	WVWAK73C78E211451	✓	27-Aug	30-Aug	AMFU8757503	038EUL1023779		
102910	2009 BMW X5	SUXFE43509L037392	✓	20-Aug	20-Aug	AMFU8757503	038EUL1023779		

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
ternational Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 423

ST#423						
102907	2009 FORD ESCAPE	IFMCU92789KB53822	27-Aug	30-Aug	CAIU8750765	038EUL1023776
102907	2009 MERCEDES-BENZ ML320	4JGBB25E79A519374	20-Aug	24-Aug	CAIU8750765	038EUL1023776

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

PAID

(7)

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
ternational Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 422



ST#422							
102616	2008 BMW X5	SUXFE43578L031006	13-Aug	13-Aug	INKU6611170	038EUL1024364	
102616	2009 LEXUS LX 570	JTJHY00W694027108	13-Aug	14-Aug	INKU6611170	038EUL1024364	

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 421



ST#421									
102679	2011 LEXUS LX 570	UTJHY7AX4B4060677	2-Aug	13-Aug	MSCU7880692	038EUL1025572			
102679	2008 TOYOTA TUNDRA	STBBV58158S492658	30-Dec		MSCU7880692	038EUL1025572			

AMOUNT TO PAY	\$2,050.00
AMOUNT PAID	
AMOUNT DUE	\$2,050.00



PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 420

7

ST#420							
102681	2010 SUBARU OUTBACK	4S4BRB9A3328479	19-Apr		MSCU7912634	038EUL1025574	
102681	2010 CAM-AM REN500	3JBHGCK13AJ000051	2-Aug	9-Aug	MSCU7912634	038EUL1025574	
102681	YAMAHA BOAT	DL1493X	30-Jul		MSCU7912634	038EUL1025574	
102681	1999 YAMAHA trailer	1DHNAELA1X1090995	2-Aug	7-Aug	MSCU7912634	038EUL1025574	

AMOUNT TO PAY	\$3,800.00
AMOUNT PAID	
AMOUNT DUE	\$3,800.00

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FI code for Bank of America BOFAUS3N

Statement # 419

7

ST#	Vehicle	Invoice #	Due Date	Payment Date	Payment Amount	Balance
102419	2009 TOYOTA HIGHLANDER	JTDA41A192000552	20-Jul	25-Jul	IN KU6454152	038EUL1024201
102452	2009 MERCEDES-BENZ ML320	4JGBB25E39A489354	20-Jul	31-Jul	IN KU6454152	038EUL1024201
102452	2004 LAND ROVER RANGE	SALME11474A170360	27-Jul	no	IN KU6454152	038EUL1024201

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 415

ST#415							
2006 SUZUKI M109RK6	JS1VY53A662105469	10-Jul	10-Jul	MSCU7496584	038EUL547620		1000
2009 AUDI A4	WAULF78K69A128211	13-Jul	no	MSCU7496584	038EUL547620		750
2008 VOLKSWAGEN JETTA	3VWRA71K78M179897	13-Jul	16-Jul	MSCU7496584	038EUL547620		750

AMOUNT TO PAY	\$1,600.00
AMOUNT PAID	
AMOUNT DUE	\$1,600.00

PAID

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z,
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 414



ST#414							
102228	2009 BMW X5	SUXFE43579L260951	20-Jun	no	TGHU7722677	038EUL547619	
102228	2009 LINCOLN MKX	2LMDU88C09BJ08908	6-Jul	no	TGHU7722677	038EUL547619	
102228	2009 BMW X5	SUXFE43519L272092	10-Jul	10-Jul	TGHU7722677	038EUL547619	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 413



ST#413							
102134	2010 VOLKSWAGEN CC	WVWMML7AN9AE507737	3-Jul	no	INKU2255403	038EUL547206	
102134	2010 LEXUS RX 350	JTJBK1BAXA2400102	16-Apr	no	INKU2255403	038EUL547206	
102134	2009 LEXUS LX 570	JTHHY00W094019179	4-May	no	INKU2255403	038EUL547206	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00

EMPIRE UNITED LINES

23013 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 410

ST#410		JTEDA41A692003768	11-May	19-Jun	MSCU9897740	038EUL547047
10-1888	2009 TOYOTA HIGHLANDER		4-Jun	no	MSCU9897740	038EUL547047
10-1888	2009 VOLKSWAGEN TIGUAN	WVGAV75N49W502230				

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 361



ST#361									
100349	2009 MERCURY MARINER	4M2CU87759KJ13358	16-Mar	22-Mar	MSCU8549457	038EUL541877			
100349	2010 LEXUS RX 350	2T2BK1BA5AC009746	19-Mar	22-Mar	MSCU8549457	038EUL541877			
100349	2009 TOYOTA HIGHLANDER	JTEDA41A992000587	20-Mar	22-Mar	MSCU8549457	038EUL541877			

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	

Benvenuto 4/19/12

Costa 4/20/12

EXHIBIT “A-1”

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1024364 EXPORT REFERENCE OUR REF#102616	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL MSC EMMA 1232R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# INKU6611170 SEAL #1590396	1 X 40'HC	S.T.C.3 CARS 2008 BMW X5 VIN#5UXFE43578L031006 2009 LEXUS LX 570 VIN#JTJHY00W694027108 2008 FORD ESCAPE VIN#1FMCU03Z98KE74360 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1025572 EXPORT REFERENCE OUR REF#102679	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120807004729	
OCEAN/VESSEL MSC Washington 1231R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU7880692 SEAL #1590389	1 X 40'HC	S.T.C.2 CARS 2011 LEXUS LX 570 VIN#JTJHY7AX4B4060677 2008 TOYOTA TUNDRA VIN#5TBBV58158S492658 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1025574 EXPORT REFERENCE OUR REF#102681
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC EMMA 1232R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU7912634 SEAL #1577395	1 X 40'HC	S.T.C.1 CAR 2010 SUBARU OUTBACK VIN#4S4BRBBC9A3328479 2010 BRP ROTAX 500 VIN#3JBHGCK13AJ000051 YAMAHA BOAT VIN#DL1493X 1999 YAMAHA trailer VIN#1DHNAELA1X1090995 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1024201 EXPORT REFERENCE OUR REF#102452
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC Washington 1231R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# INKU6454152 SEAL #1590343	1 X 40'HC	S.T.C.3 CARS 2009 TOYOTA HIGHLANDER VIN#JTEDA41A192000552 2009 MERCEDES-BENZ ML320 VIN#4JGBB25E39A489354 2004 LAND ROVER RANGE VIN#SALME11474A170360 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	---

MASTER BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL547620 EXPORT REFERENCE OUR REF#102229
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120717012229
OCEAN/VESSEL KAETHE C RICKMERS 1228R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# MSCU7496584 SEAL #1590367	1 X 40'HC	S.T.C.3 CARS/1 MOTO		
		2006 SUZUKI M109RK6 VIN#JS1VY53A662105469	290 KG	
		2009 AUDI A4 VIN#WAULF78K69A128211	1464 KG	
		2008 VOLKSWAGEN JETTA VIN#3VWRA71K78M179897	1526 KG	
		2010 MERCEDES-BENZ GL350 VIN#4JGBF2FB4AA533472	1978 KG	
		GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED		
		FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL547619 EXPORT REFERENCE OUR REF#102228
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120711102228
OCEAN/VESSEL Kaethe C. Rickmers 1228R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU7722677 SEAL #1577418	1 X 40'HC	S.T.C.3 CARS 2009 BMW X5 VIN#5UXFE43579L260951 2009 LINCOLN MKX VIN#2LMDU88C09BJ08908 2009 BMW X5 VIN#5UXFE43519L272092 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL547206 EXPORT REFERENCE OUR REF#102134	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120703102134 SCHEDULE B: 8703.21.0000	
OCEAN/VESSEL MSC TAMARA 1226R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# INKU2255403 SEAL #1577444	1 X 40'HC	S.T.C.3 CARS 2010 VOLKSWAGEN CC VIN#WVWML7AN9AE507737 2010 LEXUS RX 350 VIN#JTJBK1BAXA2400102 2009 LEXUS LX 570 VIN#JTJHY00W094019179 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL547047 EXPORT REFERENCE OUR REF#101888
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X201206200101888
OCEAN/VESSEL MSC Eleni 1225R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU9897740 SEAL #1577491	1 X 40'HC	S.T.C.3 CARS 2009 TOYOTA HIGHLANDER VIN#JTEDA41A692003768 2009 VOLKSWAGEN TIGUAN VIN#WVGAV75N49W502230 2008 AUDI A4 VIN#WAUAF78E68A060881 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

MASTER BILL OF LADING

361

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL541877 EXPORT REFERENCE OUR REF#100349
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT / REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X201203230100349
OCEAN/VESSEL MSC EMMA 1212R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# MSCU8549457 SEAL #1579712	1 X 40'HC	S.T.C.3 CARS		
		2009 MERCURY MARINER VIN#4M2CU87759KJ13358	1535 KG	
		2010 LEXUS RX 350 VIN#2T2BK1BA5AC009746	1647 KG	
		2009 TOYOTA HIGHLANDER VIN#JTEDA41A992000587	1526 KG	
		GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED		
FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE				

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1037583 EXPORT REFERENCE OUR REF#103533
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC BREMEN 1242R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TRIU9057653 SEAL #7876163	1 X 40'HC	S.T.C.3 CARS 2008 LEXUS GX 470 VIN#JTJBT20X780159650 2008 LEXUS IS250 VIN#JTHCK262985021132 2009 MERCEDES-BENZ R320 VIN#4JGCB25E69A095805 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID, CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1037581 EXPORT REFERENCE OUR REF#103531
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC BREMEN 1242R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TTLU981862-1 SEAL #7876167	1 X 40'HC	S.T.C.3 CARS 2008 ACURA RDX VIN#5J8TB18238A019250 2009 TOYOTA VENZA VIN#4T3BE11A49U004942 2006 TOYOTA HIGHLANDER VIN#JTEEW21AX60003919 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1029802 EXPORT REFERENCE OUR REF#103393
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC FLORIDA 1240R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8770134 SEAL #7875270	1 X 40'HC	S.T.C.3 CARS 2009 TOYOTA PRIUS VIN#JTDKB20U693488352 2010 VOLKSWAGEN CC VIN#WVWNL7AN5AE527150 2009 MERCURY MARINER VIN#4M2CU87729KJ12992 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1034412 EXPORT REFERENCE OUR REF#103310
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC FLORIDA 1240R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TTLU224876-4 SEAL #7875235	1 X 40'HC	S.T.C.3 CARS 2009 ACURA MDX VIN#2HNYD28279H518988 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N49W531067 2009 SUBARU FORESTER VIN#JF2SH63619H742041 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1029724 EXPORT REFERENCE OUR REF#103163
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC Emma 1238R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU9808526 SEAL #7875632	1 X 40'HC	S.T.C.3 CARS 2012 JEEP COMPASS SPORT VIN#1C4NJCBA1CD573626 2011 SAAB 9-4X AERO VIN#3G0FNUE62BS800047 2009 TOYOTA VENZA VIN#4T3BE11A99U003379 2 TIRES 2 BOXES WITH AUTOPARTS INSIDE SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1029723 EXPORT REFERENCE OUR REF# 103162
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC Emma 1238R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU9950675 SEAL #7875638	1 X 40'HC	S.T.C.3 CARS 1991 CADILLAC BROUGHAM VIN# 1G6DW5473MR718683 2009 TOYOTA VENZA VIN# 4T3ZE11A79U005453 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	---

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1030864 EXPORT REFERENCE OUR REF#103109
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120914057822
OCEAN/VESSEL CSAV PYRANES 1237R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TRLU5762222 SEAL #7875618	1 X 40'HC	S.T.C.3 CARS 2010 TOYOTA HIGHLANDER VIN#5TDZA3EH1AS001516 2009 TOYOTA VENZA VIN#4T3BE11A39U002633 2009 MERCEDES-BENZ ML320 VIN#4JGBB25E09A497525 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
--	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1030651 EXPORT REFERENCE OUR REF#103028	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL MSC LAUSANNE 1236R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TRIU9855139 SEAL #7875603	1 X 40'HC	S.T.C.3 CARS 2009 MERCURY MARINER VIN#4M2CU87779KJ12759 2010 VOLKSWAGEN CC VIN#WVWML7AN0AE513412 2010 SUBARU LEGACY VIN#4S3BMCA60A3228095 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1023779 EXPORT REFERENCE OUR REF#102910
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC FLORIDA 1235R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# AMFU8757503 SEAL #1577343	1 X 40'HC	S.T.C.3 CARS 2008 MERCEDES-BENZ ML320 VIN#4JGBB22E88A372761 2008 VOLKSWAGEN PASSAT VIN#WVWAK73C78E211451 2009 BMW X5 VIN#5UXFE43509L037392 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--


DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1023776 EXPORT REFERENCE OUR REF#102907	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL MSC FLORIDA 1235R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# CAIU8750765 SEAL #1577342	1 X 40'HC	S.T.C.3 CARS 2009 FORD ESCAPE VIN#1FMCU92789KB53822 2009 MERCEDES-BENZ ML320 VIN#4JGBB25E79A519374 2008 FORD ESCAPE VIN#1FMCU03Z88KD42206 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

EXHIBIT “B”

CHECKING & MONEY MARKET CREDIT	
	Per Bank Use Only TIC (Check one and write below) <input type="checkbox"/> 400 CREDIT MEMO <input type="checkbox"/> 420 HANDLING CHARGE <input type="checkbox"/> 402 ENCODING ERROR <input type="checkbox"/> 422 REVERSAL <input type="checkbox"/> 403 DEPOSIT CORRECTION <input type="checkbox"/> 440 RETURNED ITEM
NAME <u>Global Auto Inc</u> <small>PLEASE PRINT</small>	ACCOUNT NUMBER 367064789 <small>TIC</small>
DATE <u>10/5/10</u> <u>Twenty five thousand 00/100</u> <u>CM</u> <small>WRITE AMOUNT IN FULL ON AMOUNT LINE</small> <small>SIGNATURE</small>	TOTAL AMOUNT \$ 25000.00
FROM <u>7430672600</u> <u>15240 1016</u>	

Account: 367064789
Amount: 25,000.00
PostDate: 20101005
Tran_ID: 770287721
CheckNum: 0
DIN: 770287721

REF: 652 10/05/2010	TO: BANK OF AMERICA CHERRY HILL, NJ
10 12:11PM . 10/05/10 09 367064789 Commercial Deposit \$25,000.00 Sheephead Bay WARDENY 04 3434 431	

Account: 367064789
Amount: 25,000.00
PostDate: 20101005
Tran_ID: 770287721
CheckNum: 0
DIN: 770287721

Wachovia Connection Information Reporting

Page 1 of 1

STATUS: PROCESSED TIME: 08:44
VIA: FED VALDT: 05/12/11 INCOMING WIRE - CREDIT
CREDIT BANK/ACCOUNT: WBNS D 2000059415903
CREDIT NAME: GLOBAL AUOT INC
USD EQUIVALENT: \$160,000.00
TRANSACTION AMT: USD 160,000.00
ADVICE: 20110512-00010821
REF #: 0512B6B7HU4R00225905120844FT03
SENDER FI: 026009593
SENDER FI NAME: BANK OF AMERICA NYC
RECEIVER FI: 031201467
RECEIVER FI NAME: WACHOVIA BANK OF NORTHEAST STATES
ORIGINATOR ID CODE/ID: 009380009007
ORIGINATOR NAME: EMPIRE UNITED LINES CO., INC.
ORIGINATOR ADDRESS: 2303 CONEY ISLAND AVE
 BROOKLYN, NY 11223-3337
 11223
ORIGINATOR FI CODE/ID: S BOFAUS3N
ORIGINATOR FI NAME: BANK OF AMERICA, N.A.
ORIGINATOR FI ADDRESS: 100 WEST 33RD STREET
 NEW YORK, NY, US
CHARGE INSTRUCTIONS/AMOUNT: SHARED
BENEFICIARY ID CODE/ID: D2000059415903
BENEFICIARY NAME: GLOBAL AUTO, INC.
BENEFICIARY ADDRESS: 150-1 CARRIAGE LANE, DELRAN, NJ 080
BENEFICIARY REF: 34387398
ORIGINATOR TO BENEFICIARY INFO: CAR JOINT INVEST CARS JOINT INVSEME
 NT WITH FIXED PROFIT
 *** END OF WIRE ***

© 1999-2011 Wells Fargo. All rights reserved.

Svetlana - Global Auto USA

From: ClientServices@RBS.com
Sent: Tuesday, December 13, 2011 10:52 AM
To: account@globalautousa.com
Subject: Incoming Wire Detail

To: sysadmin Fr: MMGPS-Wire rec'd alert for acct#: xxxxxx4963 fr: EMPIRE UNITED LINES CO., INC. amt: \$120,000.00 at 10:51 AM ET ref: 12138607HU4R00324812131051FT03
OBI: CARS INVESTMENT

This message (including any attachments) is confidential and/or privileged. It is to be used by the intended recipients only. If you have received it by mistake please notify the sender by return e-mail and delete this message from your system. Any unauthorized use or dissemination of this message in whole or in part is strictly prohibited. Please note that e-mails are inherently insecure and susceptible to change. The Royal Bank of Scotland Group, plc ("RBS") and its subsidiaries, and affiliates, including without limitation, RBS' New York and Connecticut Branches, RBS Securities, Inc., The Royal Bank of Scotland N.V. ("RBSNV"), RBSNV's New York and Chicago Branches, Citizens Financial Group, Inc. and RBS Citizens, N.A., shall not be liable for the transmission of the information contained in this email or any attachment nor for any delay in its receipt or damage to your system. RBS and its affiliates and subsidiaries do not guarantee that the integrity of this communication has been maintained nor that this communication is free of viruses, interceptions or interference. RBS and its subsidiaries and affiliates do not guarantee the accuracy of any email or attachment, that an email will be received or that RBS or its affiliates and subsidiaries will respond to an email.

RBS makes no representations that any information contained in this message (including any attachments) are appropriate for use in all locations or that transactions, securities, products, instruments or services discussed herein are available or appropriate for sale or use in all jurisdictions, or by all investors or counterparties.

Those who utilize this information do so on their own initiative and are responsible for compliance with applicable local laws or regulations.

Svetlana - Global Auto USA

From: ClientServices@RBS.com
Sent: Tuesday, December 13, 2011 10:00 AM
To: account@globalautousa.com
Subject: Incoming Wire Detail

To: sysadmin Fr: MMGPS-Wire rec'd alert for acct#: xxxxxx4963 fr: EMPIRE UNITED LINES CO., INC. amt: \$120.00 at 10:00 AM ET ref: 12138687HU4R00257712130959FT03
OBI: CARS JOINT INVESTMENT

This message (including any attachments) is confidential and/or privileged. It is to be used by the intended recipients only. If you have received it by mistake please notify the sender by return e-mail and delete this message from your system. Any unauthorized use or dissemination of this message in whole or in part is strictly prohibited. Please note that e-mails are inherently insecure and susceptible to change. The Royal Bank of Scotland Group, plc ("RBS") and its subsidiaries, and affiliates, including without limitation, RBS' New York and Connecticut Branches, RBS Securities, Inc., The Royal Bank of Scotland N.V. ("RBSNV"), RBSNV's New York and Chicago Branches, Citizens Financial Group, Inc. and RBS Citizens, N.A., shall not be liable for the transmission of the information contained in this email or any attachment nor for any delay in its receipt or damage to your system. RBS and its affiliates and subsidiaries do not guarantee that the integrity of this communication has been maintained nor that this communication is free of viruses, interceptions or interference. RBS and its subsidiaries and affiliates do not guarantee the accuracy of any email or attachment, that an email will be received or that RBS or its affiliates and subsidiaries will respond to an email.

RBS makes no representations that any information contained in this message (including any attachments) are appropriate for use in all locations or that transactions, securities, products, instruments or services discussed herein are available or appropriate for sale or use in all jurisdictions, or by all investors or counterparties. Those who utilize this information do so on their own initiative and are responsible for compliance with applicable local laws or regulations.



CHECKING & MONEY MARKET DEBIT

For Bank Use Only
T/O (Check one and note below)

- ☐ 001 ENCODING ERROR ☐ 002 RETURNED DEPOSIT ITEM
☐ 003 DEPOSIT CORRECTION ☐ 040 SERVICE CHARGE

NAME Empire United Lines Co

DATE 10/13/10

one hundred thousand —

Gn.

CK 001-04-TD (00000)

as per wst request
Global Auto Inc

⑈5240⑈1064⑈

ACCOUNT NUMBER

7930672600

T/C

TOTAL AMOUNT

\$ 100000.00

Account: 7930672600

Amount: 100,000.00

PostDate: 20101013

Tran_ID: 756576681

CheckNum: 0

DIN: 756576691

HEL 0756576691
R059 857 P4
10/13/2010

>211274450<
TD BANK NA
CHERRY HILL, NJ

110 02:04PM
DCA NLSC Debit
Sheepshead Bay

10/13/10 02 7930672600
\$100,000.00
ABERXIX 04 5434 434

Account: 7930672600

Amount: 100,000.00

PostDate: 20101013

Tran_ID: 756576681

CheckNum: 0

DIN: 756576691

Date	Account Number	Serial Number	Amount
09/20/2010	7930672600	0	\$45,000.00

CHECKING WITHDRAWAL



TD Bank, N.A.

NAME	PLEASE PRINT	DATE
EMPIRE UNITED LUGS		9/20/10
Franky - Five thousand		M. HARRISON
<small>WRITE AMOUNT IN FULL ON ABOVE LINE</small>		<small>SIGNATURE</small>

CW-04-TD (10/09)

ACCT. #	7930672600	\$	45,000.00
---------	------------	----	-----------

YES TO GLOBAL ATN TO
367064789

125140105411

500

for

EXHIBIT “C-1”

Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
EFFECT AUTO SALES INC.	2010 LEXUS RX 350	Kotka	2T2BK1BA5AC009746	MSCU8549457	Yes	\$32,196.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWML7AN9AE507737	INKU2255403	Yes	\$17,091.00
EFFECT AUTO SALES INC.	2009 BMW X5	Kotka	SUXFE43579L260951	TGHU7722677	Yes	\$30,250.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25E39A489354	INKU6454152	Yes	\$30,954.00
EFFECT AUTO SALES INC.	2011 LEXUS LX 570	Kotka	JTHY7AX4B4060677	MSCU7880692	Yes	\$53,062.00
EFFECT AUTO SALES INC.	2009 LEXUS LX 570	Kotka	JTHY00W694027108	INKU6611170	Yes	\$58,561.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25E79A519374	CAIU8750765	Yes	\$28,633.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25E09A497525	TRLU5762222	Yes	\$31,802.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3ZE11A79U005453	MSCU9950675	Yes	\$21,352.00
EFFECT AUTO SALES INC.	2012 JEEP COMPASS SPORT	Kotka	1C4NJCBA1CD573626	MSCU9808526	Yes	\$13,519.00
EFFECT AUTO SALES INC.	2009 TOYOTA PRIUS	Kotka	JTDKB20U693488352	TGHU8770134	Yes	\$11,003.00
EFFECT AUTO SALES INC.	2010 SUBARU OUTBACK	Kotka	4S4BRBCC9A3328479	MSCU7912634	Yes	\$14,586.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWNL7AN5AE527150	TGHU8770134	Yes	\$16,551.00
EFFECT AUTO SALES INC.	2009 MERCURY MARINER	Kotka	4M2CU87729KJ12992	TGHU8770134	Yes	\$10,381.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3BE11A99U004942	TTLU981862-1	Yes	\$18,607.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ R320	Kotka	4JGCB25E69A095805	TRJU9057653	Yes	\$23,146.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGAV75N49W002956	TTLU499373-0	Yes	\$14,750.00
EFFECT AUTO SALES INC.	2011 JEEP COMPASS	Kotka	1J4NF5FB7BD282296	TGHU8737440	Yes	\$15,250.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGBV75N29W525297	TGHU8737440	Yes	\$15,401.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ C300	Kotka	WDDGF81X49R073295	TGHU8737440	Yes	\$22,280.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3BE11A99U007805	TTLU6170514	Yes	\$22,305.00
EFFECT AUTO SALES INC.	2010 HONDA INSIGHT	Kotka	JHMZE2H51AS007600	MEDU8259900	Yes	\$12,199.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K99U346317	MSCU9189268	Yes	\$9,018.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3ZE11AX9U017211	TRJU9507220	Yes	\$17,898.00
EFFECT AUTO SALES INC.	2009 DODGE CALIBER	Kotka	1B3HB48A79D129278	MSCU9187861	Yes	\$6,010.00
EFFECT AUTO SALES INC.	2009 SUBARU FORESTER	Kotka	JF2SH61649H717573	MSCU9187861	Yes	\$10,472.00
EFFECT AUTO SALES INC.	2010 MERCURY MARINER	Kotka	4M2CN8B74AKJ17359	CRXU9813340	Yes	\$11,179.00
EFFECT AUTO SALES INC.	2010 JEEP COMPASS SPORT	Kotka	1J4NF4FB6AD583215	CRXU9813340	Yes	\$11,921.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K09U812264	MSCU9078156	Yes	\$9,200.00
EFFECT AUTO SALES INC.	2010 GMC ACADIA SLT-2	Kotka	1GKLVNED6AJ138200	TCNU8761450	Yes	\$24,536.00
EFFECT AUTO SALES INC.	2010 ACURA RDX	Kotka	5J8TB2H29AA000682	TCNU8761450	Yes	\$25,170.00
EFFECT AUTO SALES INC.	2010 SUBARU LEGACY	Kotka	4S3BMBB65A3210717	MSCU9152382	Yes	\$13,260.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWML7AN7AE525508	MSCU9152382	Yes	\$16,900.00
EFFECT AUTO SALES INC.	2009 FORD ESCAPE	Kotka	1FMCU02729KD02110	MEDU8199205	Yes	\$9,810.00
EFFECT AUTO SALES INC.	2009 TOYOTA PRIUS	Kotka	JTDKB20U897858466	TCKU9873233	Yes	\$12,580.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K19U306703	TCKU9873233	Yes	\$9,870.00
EFFECT AUTO SALES INC.	2010 TOYOTA HIGHLANDER	usa	5TDZA3EH4A5003339		No	\$18,330.00
EFFECT AUTO SALES INC.	2009 MERCURY MARINER	usa	4M2CU87709KJ09967		No	\$9,350.00
EFFECT AUTO SALES INC.	2009 BMW X5 XDRIVE35D	usa	SUXFF03549L96843		No	\$28,570.00
EFFECT AUTO SALES INC.	2010 SUBARU LEGACY	usa	4S3BMB6A62A3233878		No	\$10,160.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGAV75N09W523866		No	\$12,360.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3ZE11A29U013525		No	\$16,380.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWMP7AN2AB532077		No	\$12,360.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGAV75N39W502669		No	\$14,095.00
EFFECT AUTO SALES INC.	2010 LEXUS RX 350	usa	2T2BK1BA7AC029934		No	\$24,535.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN CC	usa	WVWHL73C59E558113		No	\$13,260.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGBV75N09W525864		No	\$14,015.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3ZE11A79U018526		No	\$18,710.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWML9AN3AE515750		No	\$14,390.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWHL7AN6AE506160		No	\$15,710.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3BE11A89U005396		No	\$19,745.00
EFFECT AUTO SALES INC.	2010 FORD ESCAPE	usa	1FMCU0D78AKA29790		No	\$8,550.00
EFFECT AUTO SALES INC.	2010 TOYOTA HIGHLANDER	usa	5TDZA3EH2AS001492		No	\$17,920.00
EFFECT AUTO SALES INC.	2010 FORD ESCAPE	usa	1FMCU9E79AKA61893		No	\$10,250.00
EFFECT AUTO SALES INC.	2009 TOYOTA HIGHLANDER	usa	JTEDA41A092007850		No	\$17,055.00
EFFECT AUTO SALES INC.	2009 AUDI Q7	usa	WA1CV74L59D004718		No	\$28,175.00
EFFECT AUTO SALES INC.	2008 MERCEDES-BENZ ML320	Kotka	4JGBB22E88A372761	AMFU8757503	No	\$20,317.00

Total

\$1,045,931.00

EXHIBIT “C-2”

Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
GLOBAL AUTO INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGAV75N49W502230	MSCU9897740	Yes	\$14,080.00
GLOBAL AUTO INC.	2008 VOLKSWAGEN JETTA	Kotka	3VWRA71K78M179897	MSCU7496384	Yes	\$10,240.00
GLOBAL AUTO INC.	2009 BMW X5	Kotka	SUXFE43509L037392	AMFU8757503	Yes	\$34,533.00
GLOBAL AUTO INC.	2009 SUBARU FORESTER	Kotka	JP2SH63619H742041	TTLU224876-4	Yes	\$11,373.00
GLOBAL AUTO INC.	2009 MERCURY MARINER	Kotka	4M2CU87779KJ12759	TRJU9855139	Yes	\$9,733.00

Total \$79,959.00

EXHIBIT “C-3”

Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
G-AUTO SALES INC.	YAMAHA BOAT	Kotka	DL1493X	MSCU7912634	Yes	\$7,600.00
	1999 YAMAHA trailer	Kotka	1DHNAELA1X1090995	MSCU7912634		
G-AUTO SALES INC.	2011 SAAB 9-4X AERO	Kotka	3G0FNUE62BS800047	MSCU9808526	Yes	\$31,750.00

Total \$39,350.00

EXHIBIT “C-4”

Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$1,500.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$1,500.00
 Value Date 9/14/12

> Reference for Beneficiary

> Originator to Beneficiary Information

Statement #422

> Bank to Bank Information

Confirmation Numbers

GPS 000000000005064602
 Citizens 120914004258
 FED

Transaction History

Date/Time	Transaction Status	Processed By	Memo
2012-09-14 10:02:46.352	Created	sysadmin	A single wire transfer has been added successfully.
2012-09-14 10:03:17.223	Released	sysadmin	A single wire transfer has been released.
2012-09-14 10:03:17.288	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-09-14 10:03:17.769	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$2,050.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$2,050.00
 Value Date 8/29/12

> Reference for Beneficiary

> Originator to Beneficiary Information

payment for statement#421

> Bank to Bank Information

Confirmation Numbers

GPS 000000000005038879
 Citizens 120829006825
 FED

Transaction History

Date/Time	Transaction Status	Processed By	Memo
2012-08-29 12:45:07.491	Created	sysadmin	A single wire transfer has been added successfully.
2012-08-29 12:45:40.798	Released	sysadmin	A single wire transfer has been released.
2012-08-29 12:45:40.853	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-08-29 12:45:41.375	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:

Bank Name	BANK OF AMERICA, N.A., NY
Address 1	
Address 2	
City	NEW YORK
State/Province	NY
ZIP/Postal Code	
Country	United States of America
FED ABA	026009593



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$2,250.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$2,250.00
 Value Date 9/11/12

> Reference for Beneficiary

> Originator to Beneficiary Information

statement #419

> Bank to Bank Information

Confirmation Numbers

GPS 000000000005062877
 Citizens 120911005338
 FED

Transaction History

Date/Time	Transaction Status	Processed By	Memo
2012-09-11 12:18:32.967	Created	sysadmin	A single wire transfer has been added successfully.
2012-09-11 12:19:36.491	Released	sysadmin	A single wire transfer has been released.
2012-09-11 12:19:36.567	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-09-11 12:19:36.954	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997747	SEMI-REPETITIVE	\$2,250.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$2,250.00
 Value Date 9/18/12

> Reference for Beneficiary

> Originator to Beneficiary Information

statement #415

> Bank to Bank Information

Confirmation Numbers

GPS 000000000005083622
 Citizens 120918007345
 FED

Transaction History

Date/Time	Transaction Status	Processed By	Memo
2012-09-18 14:48:15.809	Created	sysadmin	A single wire transfer has been added successfully.
2012-09-18 14:48:15.87	New	sysadmin	Sent a wire transfer of \$2,250.00 from account 6236012168-Checking.
2012-09-18 14:48:50.102	Released	sysadmin	A single wire transfer has been released.
2012-09-18 14:48:50.166	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-09-18 14:48:50.729	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$4,500.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$4,500.00
 Value Date 8/14/12

> Reference for Beneficiary

> Originator to Beneficiary Information

statement#413 \$2250
 statement#414 \$2250

> Bank to Bank Information

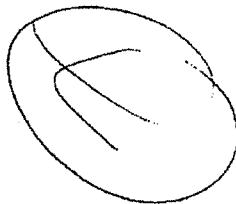
Confirmation Numbers

GPS 000000000004999878
 CUS 120814006852
 FID

Transaction History

Date/Time	Transaction Status	Processed By	Memo
2012-08-14 14:27:20.665	Created	sysadmin	A single wire transfer has been added successfully.
2012-08-14 14:27:45.944	Released	sysadmin	A single wire transfer has been released.
2012-08-14 14:27:45.992	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-08-14 14:27:46.402	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		00000000004997742	SEM1-REPETITIVE	\$4,500.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026005593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$4,500.00
 Value Date 8/14/12

> Reference for Beneficiary

> Originator to Beneficiary Information

Statement #413 \$2250
 Statement #414 \$2250

> Bank to Bank Information

Confirmation Numbers

Control 00000000004999878
 Citicards 120814006852
 FID

Transaction History

Time	Transaction Status	Processed By	Memo
2012-08-14 14:27:20.665	Created	sysadmin	A single wire transfer has been added successfully.
2012-08-14 14:27:45.944	Released	sysadmin	A single wire transfer has been released.
2012-08-14 14:27:45.992	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-08-14 14:27:46.402	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc.		000000000004187448	REPETITIVE	\$1,500.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc.
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6233354963-Checking - Global Auto Inc - USD
 Amount \$1,500.00
 Value Date 7/20/12

> Reference for Beneficiary

> Originator to Beneficiary Information

payment for statement#410

> Bank to Bank Information

Confirmation Numbers

OT 000000000004931033
 OT 120720009245
 FOT

Transaction History

Time	Transaction Status	Processed By	Memo
2012-07-20 13:27:15.104	Created	sysadmin	A single wire transfer has been added successfully.
2012-07-20 13:28:18.739	Released	sysadmin	A single wire transfer has been released.
2012-07-20 13:28:18.79	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-07-20 13:28:19.315	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc.		000000000004187448	REPETITIVE	\$2,250.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc.
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6233354963-Checking - Global Auto Inc - USD
 Amount \$2,250.00
 Wire Date 5/31/12

> Reference for Beneficiary

> Originator to Beneficiary Information

Payment for statement#361

> Bank to Bank Information

Confirmation Numbers

000000000004187448
 120531013620

Transaction History

Time	Transaction Status	Processed By	Memo
2012-05-31 16:38:33.589	Created	sysadmin	A single wire transfer has been added successfully.
2012-05-31 16:38:33.53	New	sysadmin	Sent a wire transfer of \$2,250.00 from account 6233354963-Checking.
2012-05-31 16:39:19.532	Released	sysadmin	A single wire transfer has been released.
2012-05-31 16:39:19.601	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2012-05-31 16:39:19.975	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Mail confirmation to:



Wire Detail Report

Page 1 of 1



Jan 17, 2013 09:51:00 AM ET

Customer ID: EFFECT01

Operator ID: IRINA01

Wire Transfer

EFFECT AUTO SALES

Detail Wire Transfer Activity Report

From 01/17/2013 Through 01/17/2013

Wire Transfer Activity Detail

Debit Currency: USD

Debit Bank Name: WELLS FARGO BANK, N.A.

Debit Account Name: EFFECTAUTOSA

Account Number: 1360972341

Debit Amount: 3,680.00 USD

Value Date: 01/17/2013

Execution Date: 01/17/2013

Template Name:
EMPIRE UNITED CO., INC.
Type: Domestic

CEO® Tracking Number: 000059

Fed/SWIFT Confirmation Number:
011711B7031R006906Transaction Reference Number:
130117028110

Status: Confirmed

Beneficiary Account Information:

Account Number: 9380009007

Account Name: Empire United Co., Inc.

Beneficiary Bank Information:

Bank ID: 026009593

Bank Name: BANK OF AMERICA, N.A., NY

Bank Address: NEW YORK
NY

Form of Notification: None

Originator to Beneficiary Information:

statement436 750.00

statement437 340.00

statement438 340.00

statement439 2250.00

Internal Reference:

Originator Information:

Name: EFFECT AUTO SALES

Address: 711 PENNSYLVANIA AVE
SOUTHAMPTON, PA 07202 US

ID / Account Number:

Intermediary Bank Information:

Data Not Provided

Audit Trail Information:

Created By: IRINA01 January 17, 2013 09:28:41

AM ET

Verified By: IRINA01 January 17, 2013 09:28:41

AM ET

Verified By:

Reviewed By: N/A

Last Modified By: IRINA01 January 17, 2013
09:28:41 AM ET.

Verify-2 By:

Verify-4 By:

Total By Status

	Total Debits USD	Total Credits USD	Total Transactions
Status: Confirmed	3,680.00	0.00	1
Grand Total:	3,680.00	0.00	1

[Privacy, Security & Legal]

© Copyright 2002- 2013 Wells Fargo. All rights reserved.

Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$12,450.00	BUSINESS

> Send Wire To

> Beneficiary Info		> Beneficiary Bank Info	
Beneficiary Name	Empire United Co., Inc	Bank Name	BANK OF AMERICA, N.A., NY
Nickname		Address 1	
Address 1		Address 2	
Address 2		City	NEW YORK
City		State/Province	NY
State/Province		ZIP/Postal Code	
ZIP/Postal Code		Country	United States of America
Country	United States of America	FED ABA	026009593
Create Beneficiary In	Business Beneficiary Table		
Chart Account	9380009007		

> Wire Info

Wire Account	6236012168-Checking - G Auto Sales INC - USD
Amount	\$12,450.00
Wire Date	11/6/12

> Reference for Beneficiary

> Originator to Beneficiary Information

Wire \$1500, #431 \$750, #432 \$750
Wire \$2950, #434 \$2400
Wire \$2400, #437 2400

> Bank to Bank Information

> Confirmation Numbers

Wire	000000000005212996
Citizens	121106003345

> Transaction History

Date/Time	Transaction Status	Processed By	Memo
10-11-06 09:58:00.14	Created	sysadmin	A single wire transfer has been added successfully.
10-11-06 09:58:34.2	Released	sysadmin	A single wire transfer has been released.
10-11-06 09:58:34.284	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
10-11-06 09:58:34.907	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:

Template Name Empire United Co., Inc	Template Nickname	Template ID 00000000004997742	Template Category SEMI-REPETITIVE	Template Limit \$1,500.00	Available To BUSINESS
--	--------------------------	---	---	-------------------------------------	---------------------------------

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$1,500.00
 Value Date 1/11/13

> Reference for Beneficiary

> Transferor to Beneficiary Information

Statement #434

> Transfer to Bank Information

Confirmation Numbers

GI 000000000005385804
 C 130111004511
 FI

Transaction History

Time	Transaction Status	Processed By	Memo
2013-01-11 10:20:32.733	Created	sysadmin	A single wire transfer has been added successfully.
2013-01-11 10:20:57.345	Released	sysadmin	A single wire transfer has been released.
2013-01-11 10:20:57.379	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
2013-01-11 10:20:57.952	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

For confirmation to:

Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$12,450.00	BUSINESS

Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Account Name
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$12,450.00
 Value Date 11/6/12

> Reference for Beneficiary

> Originator to Beneficiary Information

1 \$1500, #431 \$750, #432 \$750
 2 \$2250, #434 \$2400
 3 \$2400, #437 \$2400

> Bank to Bank Information

> Confirmation Numbers

1 000000000005212996
 2 121106003345
 3

> Transaction History

Date/Time	Transaction Status	Processed By	Memo
11-06 09:58:00.14	Created	sysadmin	A single wire transfer has been added successfully.
11-06 09:58:34.2	Released	sysadmin	A single wire transfer has been released.
11-06 09:58:34.284	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
11-06 09:58:34.907	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Mail confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$12,450.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$12,450.00
 Due Date 11/6/12

> Reference for Beneficiary

> Originator to Beneficiary Information

0 \$1500, #431 \$750, #432 \$750
 03 \$2250, #434 \$2400
 05 \$2400, #437 \$2400

> Bank to Bank Information

> Confirmation Numbers

US 000000000005212996
 Citizens 121106003345
 FED

> Transaction History

Date/Time	Transaction Status	Processed By	Memo
12-11-06 09:58:00.14	Created	sysadmin	A single wire transfer has been added successfully.
12-11-06 09:58:34.2	Released	sysadmin	A single wire transfer has been released.
12-11-06 09:58:34.284	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
12-11-06 09:58:34.907	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page

Template Name Empire United Co., Inc	Template Nickname	Template ID 000000000004997742	Template Category SEMI-REPETITIVE	Template Limit \$12,450.00	Available To BUSINESS
---	-------------------	-----------------------------------	--------------------------------------	-------------------------------	--------------------------

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$12,450.00
 Value Date 11/6/12

> Reference for Beneficiary

> Originator to Beneficiary Information

* \$1500, #431 \$750, #432 \$750
 * \$2250, #434 \$2400
 * \$2400, #437 \$400

> Link to Bank Information

Confirmation Numbers

000000000005212996
 121106003345

Transaction History

Date/Time	Transaction Status	Processed By	Memo
11-06 09:58:00.14	Created	sysadmin	A single wire transfer has been added successfully.
11-06 09:58:34.2	Released	sysadmin	A single wire transfer has been released.
11-06 09:58:34.284	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
11-06 09:58:34.907	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Email confirmation to:



my Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$2,800.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Nickname
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Create Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

> Wire Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$2,800.00
 Value Date 10/23/12

> Reference for Beneficiary

> Contributor to Beneficiary Information

State 14429 \$2050
 State 144384 \$750

> Wire to Bank Information

Correlation Numbers

000000000005164962
 121023003780
 FID

Transaction History

Time	Transaction Status	Processed By	Memo
10/23 10:23:40.706	Created	sysadmin	A single wire transfer has been added successfully.
10/23 10:25:56.878	Released	sysadmin	A single wire transfer has been released.
10/23 10:25:56.939	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
10/23 10:25:57.344	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.

Confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$9,750.00	BUSINESS

Send Wire To

> Beneficiary Info		> Beneficiary Bank Info	
Beneficiary Name	Empire United Co., Inc	Bank Name	BANK OF AMERICA, N.A., NY
Nickname		Address 1	
Address 1		Address 2	
Address 2		City	NEW YORK
City		State/Province	NY
State/Province		ZIP/Postal Code	
ZIP/Postal Code		Country	United States of America
Country	United States of America	FED ABA	026009593
Create Beneficiary In	Business Beneficiary Table		
Credit Account	9380009007		

Debit Info

Debit Account	6236012168-Checking - G Auto Sales INC - USD
Amount	\$9,750.00
Due Date	10/16/12

Reference for Beneficiary

Originator to Beneficiary Information

#28 \$750, #427 \$750, #426 \$1500
 #25 \$2250, #424 \$2250, #423 \$1500
 #05 \$750

Bank to Bank Information

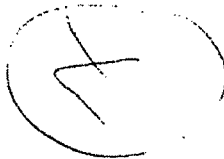
Information Numbers

BS	000000000005144578
Citizens	121016007933
USD	1016A1B7A41C001801

Transaction History

Date/Time	Transaction Status	Processed By	Memo
12-10-16 15:32:36.111	Created	sysadmin	A single wire transfer has been added successfully.
12-10-16 15:33:07.355	Released	sysadmin	A single wire transfer has been released.
12-10-16 15:33:07.419	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
12-10-16 15:33:07.973	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.
12-10-16 15:33:16.164	Completed	sysadmin	The single wire transfer has successfully completed backend processing.

Mail confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$9,750.00	BUSINESS

Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
 Bank Name
 Address 1
 Address 2
 City
 State/Province
 ZIP/Postal Code
 Country United States of America
 Create Beneficiary In Business Beneficiary Table
 Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
 Address 1
 Address 2
 City NEW YORK
 State/Province NY
 ZIP/Postal Code
 Country United States of America
 FED ABA 026009593

Debit Info

Debit Account 6236012168-Checking - G Auto Sales INC - USD
 Amount \$9,750.00
 Due Date 10/16/12

Reference for Beneficiary

Originator to Beneficiary Information

028 \$750, #427 \$750, #426 \$1500
 025 \$2250, #424 \$2250, #423 \$1500
 025 \$750

Bank to Bank Information

Confirmation Numbers

US 0000000000005144578
 izens 121016007933
 ID 1016A1B7A41C001801

Transaction History

Time	Transaction Status	Processed By	Memo
12-10-16 15:32:36.111	Created	sysadmin	A single wire transfer has been added successfully.
17-10-16 15:33:07.355	Released	sysadmin	A single wire transfer has been released.
12-10-16 15:33:07.419	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
12-10-16 15:33:07.973	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.
12-10-16 15:33:16.164	Completed	sysadmin	The single wire transfer has successfully completed backend processing.

Email confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$9,750.00	BUSINESS

> Select Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
Nickname
Address 1
Address 2
City
State/Province
ZIP/Postal Code
Country United States of America
Check Beneficiary In Business Beneficiary Table
Check Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
Address 1
Address 2
City NEW YORK
State/Province NY
ZIP/Postal Code
Country United States of America
FED ABA 026009593

> Wire Info

Wire Account 6236012168-Checking - G Auto Sales INC - USD
Amount \$9,750.00
Wire Date 10/16/12

> Reference for Beneficiary

> Generator to Beneficiary Information

#427 \$750, #427 \$750, #426 \$1500
 #424 \$2250, #424 \$2250, #423 \$1500
 #427 \$750

> Wire to Bank Information

Confirmation Numbers

000000000005144578
 121016007933
 1016A1B7A41C001801

Transaction History

Time	Transaction Status	Processed By	Memo
10-16 15:32:36.111	Created	sysadmin	A single wire transfer has been added successfully.
10-16 15:33:07.355	Released	sysadmin	A single wire transfer has been released.
10-16 15:33:07.419	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
10-16 15:33:07.973	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.
10-16 15:33:16.164	Completed	sysadmin	The single wire transfer has successfully completed backend processing.

Confirmation to:



Money Manager - GPS: Domestic Wire

Page 1 of 1

Template Name	Template Nickname	Template ID	Template Category	Template Limit	Available To
Empire United Co., Inc		000000000004997742	SEMI-REPETITIVE	\$9,750.00	BUSINESS

> Send Wire To

> Beneficiary Info

Beneficiary Name Empire United Co., Inc
Nickname
Address 1
Address 2
City
State/Province
ZIP/Postal Code
Country United States of America
Beneficiary In Business Beneficiary Table
Credit Account 9380009007

> Beneficiary Bank Info

Bank Name BANK OF AMERICA, N.A., NY
Address 1
Address 2
City NEW YORK
State/Province NY
ZIP/Postal Code
Country United States of America
FED ABA 026009593

> Credit Info

Credit Account 6236012168-Checking - G Auto Sales INC - USD
Amount \$9,750.00
Valid Date 10/16/12

> Reference for Beneficiary

> Originator to Beneficiary Information

#427 \$750, #427 \$750, #426 \$1500
 #422 \$2250, #424 \$2250, #423 \$1500
 #427 \$750

> Link to Bank Information

> Confirmation Numbers

000000000005144578
 121016007933
 1016A1B7A41C001801

> Transaction History

Time	Transaction Status	Processed By	Memo
10-16 15:32:36.111	Created	sysadmin	A single wire transfer has been added successfully.
10-16 15:33:07.355	Released	sysadmin	A single wire transfer has been released.
10-16 15:33:07.419	Immediate In Process	sysadmin	Wire will be immediately processed by backend.
10-16 15:33:07.973	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.
10-16 15:33:16.164	Completed	sysadmin	The single wire transfer has successfully completed backend processing.

> Mail confirmation to:



EXHIBIT “D”

S E R V E D - August 1, 2002

FEDERAL MARITIME COMMISSION

DOCKET NO. 02-11

Empire United Lines Co., Inc. - Possible Violations of Sections 10(a)(1) and 10(b)(1) of the Shipping Act of 1984, and Section 10(b)(2)(A) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, as well as the Commission's Regulations at 46 CFR 515.31(e) as amended

ORDER OF INVESTIGATION AND HEARING

Empire United Lines Co., Inc. is a licensed ocean transportation intermediary ("OTT") operating as a non-vessel-operating common carrier ("NVOCC") and located at 2303 Coney Island Avenue, Brooklyn, New York. Prior to the enactment of the Ocean Shipping Reform Act of 1998 ("OSRA"), Empire held itself out as an NVOCC pursuant to its tariff, FMC No. 012052-002, which was filed on November 14, 1997 in the Federal Maritime Commission's ("Commission") Automated Tariff Filing and Information System ("ATFI"). Empire continues to hold itself out as an NVOCC pursuant to a tariff published by Sumner Tariff Service, Inc. Furthermore, through April 1999, Empire maintained an NVOCC bond, No. 102848, in the amount of \$50,000⁽¹⁾ with Intercargo Insurance Company located in Schaumburg, Illinois.⁽²⁾

Empire was incorporated in the State of New York on April 9, 1993. Mr. Mikhail Khitrinov occupies the position of President and owns 100% of the capital stock. According to information available to the Commission, Empire regularly ships cargo in the trade from the United States to Europe and Russia.

Based on evidence available to the Commission, it appears that, with respect to thousands of shipments, from April 2, 1997 through October 5, 1999, Empire knowingly and willfully provided false information by listing a freight forwarder on numerous bills of lading for Empire's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers. Furthermore, it appears that on at least twenty-one (21) occasions between April 18, 1997 and December 15, 1998, Empire collected a portion of the unwarranted compensation from the freight forwarder through invoices for various alleged services and products resulting in Empire knowingly and willfully obtaining ocean transportation for property at less than the rates and charges that would otherwise be applicable to the ocean transportation of Empire's shipments.

It further appears that, during the same approximate time period, Empire processed twenty (20) shipments documented by invoices showing the ocean freight rates charged by Empire to its customers. It further appears that the rates assessed and collected by Empire from its customers bear no relation to the rates set forth in Empire's ATFI tariff on file with the Commission.⁽³⁾

Section 10(a)(1) of the Shipping Act of 1984 ("1984 Act"), 46 U.S.C. app. 1709(a)(1), prohibits any person from knowingly and willfully, directly or indirectly, by means of false billing, false classification, false weighing, false report of weight, false measurement, or by any other unjust or unfair device or means, obtaining or attempting to obtain ocean transportation for property at less than the rates or charges that would otherwise be applicable. Section 10(b)(1) of the 1984 Act, 46 U.S.C. app. 1709(b)(1), prohibits a common carrier from charging, collecting or receiving greater, less or different compensation for the transportation of property than the rates and charges set forth in its tariff. Likewise, section 10(b)(2)(A) of the 1984 Act as amended by OSRA, 46 U.S.C. app. 1709(b)(2)(A) (1999), prohibits a common carrier from providing service other than in accordance with the rates contained in its published tariff. Moreover, a licensee is prohibited from "prepar[ing] or fil[ing] or assist[ing] in the preparation or filing of any claim, affidavit, letter of indemnity, or other paper or document concerning an ocean transportation intermediary transaction which it has reason to believe is false or fraudulent, nor shall any licensee knowingly impart to a principal, shipper, common carrier or other person, false information relative to any ocean transportation intermediary transaction." 46 CFR 515.31(e). Under section 13 of the 1984 Act, 46 U.S.C. app. 1712, a party is subject to a civil penalty of not more than \$27,500 for each violation knowingly and willfully committed, and not more than \$5,500 for other violations.⁽⁴⁾ Section 13 further provides that a common carrier's tariff may be suspended for violations of section 10(b)(1) for a period not to exceed one year, while section 23 of the 1984 Act, 46 U.S.C. app. 1721, provides for a similar suspension in the case of violations of section 10(a)(1) of the 1984 Act. Finally, section 19(b) of the 1984 Act, 46 U.S.C. app. 1718(b) (1999), provides that, in the event violations of the 1984 Act are found, the license of Empire may be suspended or revoked.

NOW THEREFORE, IT IS ORDERED, That pursuant to sections 10, 11, 13, 19, and 23 of the 1984 Act, 46 U.S.C. app. 1709, 1710, 1712, 1718, and 1721, an investigation is instituted to determine:

- 1) whether Empire United Lines Co., Inc. violated section 10(a)(1) of the 1984 Act by knowingly and willfully obtaining transportation at less than the rates and charges otherwise applicable by the receipt of an unlawful rebate resulting from Empire's collection of a portion of unwarranted freight forwarder compensation from another OTI;
- 2) whether Empire United Lines Co., Inc. violated section 10(b)(1) of the 1984 Act and section 10(b)(2)(A) of the 1984 Act as amended, by charging different compensation for the transportation of property than the rates set forth in its published tariff;
- 3) whether Empire United Lines Co., Inc. violated the Commission's regulations at 46 CFR 515.31(e) as amended, by knowingly and willfully providing false information to several ocean common carriers on documents concerning Empire's shipments.
- 4) whether, in the event violations of sections 10(a)(1), 10(b)(1), and 10(b)(2)(A) of the 1984 Act and/or 46 CFR 515.31(e) are found, civil penalties should be assessed against Empire United Lines Co., Inc. and, if so, the amount of the penalties to be assessed;
- 5) whether, in the event violations of sections 10(a)(1) and 10(b)(1) of the 1984 Act are found, the tariff of Empire United Lines Co., Inc. should be suspended;
- 6) whether the Ocean Transportation Intermediary license of Empire United Lines Co., Inc. should be suspended or revoked pursuant to section 19 of the 1984 Act; and
- 7) whether, in the event violations are found, an appropriate cease and desist order should be issued.

IT IS FURTHER ORDERED, That a public hearing be held in this proceeding and that this matter be assigned for hearing before an Administrative Law Judge of the Commission's Office of Administrative Law Judges at a date and place to be hereafter determined by the Administrative Law Judge in compliance with Rule 61 of the Commission's Rules of Practice and Procedure, 46 CFR 502.61. The hearing shall include oral testimony and cross-examination in the discretion of the presiding Administrative Law Judge only after consideration has been given by the parties and the presiding Administrative Law Judge to the use of alternative forms of dispute resolution, and upon a proper showing that there are genuine issues of material fact that cannot be resolved on the basis of sworn statements, affidavits, depositions, or other documents or that the nature of the matters in issue is such that an oral hearing and cross-examination are necessary for the development of an adequate record;

IT IS FURTHER ORDERED, That Empire United Lines Co., Inc. is designated as Respondent in this proceeding;

IT IS FURTHER ORDERED, That the Commission's Bureau of Enforcement is designated a party to this proceeding;

IT IS FURTHER ORDERED, That notice of this Order be published in the Federal Register, and a copy be served on the parties of record;

IT IS FURTHER ORDERED, That other persons having an interest in participating in this proceeding may file petitions for leave to intervene in accordance with Rule 72 of the Commission's Rules of Practice and Procedure, 46 CFR 502.72;

IT IS FURTHER ORDERED, That all further notices, orders, and/or decisions issued by or on behalf of the Commission in this proceeding, including notice of the time and place of hearing or prehearing conference, shall be served on parties of record;

IT IS FURTHER ORDERED, That all documents submitted by any party of record in this proceeding shall be directed to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, in accordance with Rule 118 of the Commission's Rules of Practice and Procedure, 46 CFR 502.118, and shall be served on parties of record; and

IT IS FURTHER ORDERED, That in accordance with Rule 61 of the Commission's Rules of Practice and Procedure, the initial decision of the Administrative Law Judge shall be issued by August 1, 2003 and the final decision of the Commission shall be issued by December 1, 2003.

Bryant L. VanBrakle
Secretary

ENDNOTES

1. As of May 1, 1999, and pursuant to the Commission's regulations at 46 CFR 515.21, Empire has increased its bond to the required amount of \$75,000.

2. In compliance with OSRA, Empire filed an application for a license to operate as an OTI on April 20, 1999. An OTI license, #12052N, was issued by the Commission's Bureau of Consumer Complaints and Licensing ("BCCL") on February 22, 2000.

3. Since the filing of its tariff on November 14, 1997 until July 1, 2002, Empire maintained a tariff consisting solely of a Cargo, N.O.S. rate.

4. This penalty amount reflects an adjustment for inflation pursuant to the Commission's regulations at 46 CFR pt. 506.

EXHIBIT “E”

The Federal Register

The Daily Journal of the United States Government

Notice

Empire United Lines Co., Inc.-Possible Violations of Sections 10(a)(1) and 10(b)(1) of the Shipping Act of 1984, and Section 10(b)(2)(A) of the Shipping Act of 1984 as Amended by the Ocean Shipping Reform Act of 1998, as Well as the Commission's Regulations at 46 CFR 515.31(e) as Amended; Order of Investigation and Hearing

A Notice by the Federal Maritime Commission on 08/15/2002

Notice is given that on August 1, 2002, the Federal Maritime Commission served an Order of Investigation and Hearing on Empire United Lines Co., Inc. ("Empire") an ocean transportation intermediary ("OTI") operating as a non-vessel-operating common carrier. It appears that, with respect to thousands of shipments between April 2, 1997 and October 5, 1999, Empire knowingly and willfully provided false information by listing a freight forwarder on numerous bills of lading for Empire's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers. Also, between April 18, 1997 and December 15, 1998, it appears that on at least twenty-one occasions Empire collected a portion of the unwarranted compensation from the freight forwarder through invoices for various alleged services and products. It further appears that during the same approximate time period, Empire processed twenty shipments documented by invoices that indicate that the rates assessed and collected differ from those set forth in Empire's ATFI tariff.

This proceeding therefore seeks to determine (1) whether Empire violated section 10(a)(1) of the Shipping Act of 1984 ("1984 Act") by knowingly and willfully obtaining transportation at less than the rates and charges otherwise applicable by the receipt of an unlawful rebate resulting from Empire's collection of a portion of unwarranted freight forwarder compensation from another OTI; whether Empire violated section 10(b)(1) of the 1984 Act and 10(b)(2)(A) of the 1984 Act as amended, by charging different compensation for the transportation of property than the rates set forth in its published tariff; whether Empire violated the Commission's regulations at 46 CFR 515.31(e) as amended,

by knowingly and willfully providing false information to several ocean common carriers on documents concerning Empire's shipments; whether, in the event violations of sections 10(a)(1), 10(b), and 10(b)(2) (A) of the 1984 Act and/or 46 CFR 515.31(e) are found, civil penalties should be assessed against Empire and, if so, the amount of the penalties to be assessed; whether, in the event violations of sections 10(a)(1) and 10(b)(1) of the 1984 Act are found, the tariff of Empire should be suspended; whether the OTI license of Empire should be suspended or revoked; and whether, in the event violations are found, an appropriate cease and desist order should be issued.

The full text of the Order may be viewed on the Commission's home page at <http://www.fmc.gov/> or at the Office of the Secretary, Room 1046, 800 N. Capitol Street, NW., Washington, DC. Any person may file a petition for leave to intervene in accordance with 46 CFR 502.72.

Bryant L. VanBrakle,

Secretary.

[FR Doc. 02-20673 Filed 8-14-02; 8:45 am]

Site Feedback



and only after consideration has been given by the parties and the presiding officer to the use of alternative forms of dispute resolution. The hearing shall include oral testimony and cross-examination in the discretion of the presiding officer only upon proper showing that there are genuine issues of material fact that cannot be resolved on the basis of sworn statements, affidavits, depositions, or other documents or that the nature of the matter in issue is such that an oral hearing and cross-examination are necessary for the development of an adequate record. Pursuant to the further terms of 46 CFR 502.61, the initial decision of the presiding officer in this proceeding shall be issued by August 11, 2003, and the final decision of the Commission shall be issued by December 12, 2003.

Bryant L. VanBrakle,
Secretary.

[FR Doc. 02-20714 Filed 8-14-02; 8:45 am]
BILLING CODE 6730-01-P

FEDERAL MARITIME COMMISSION

[Docket No. 02-10]

All Flags Forwarding Inc.—Possible Violations of Sections 10(a)(1) and 19(d) of the Shipping Act of 1984, as Well as Section 19(c) of the Shipping Act of 1984 as Amended by the Ocean Shipping Reform Act of 1998; Order of Investigation and Hearing

Notice is given that on August 1, 2002, the Federal Maritime Commission served an Order of Investigation and Hearing on All Flags Forwarding, Inc. ("All Flags"). All Flags is a previously licensed ocean transportation intermediary ("OTI") operating as a freight forwarder and a non-vessel-operating common carrier. Until May 12, 2002, All Flags maintained an ocean freight forwarder bond and an NVOCC bond. Subsequent to the termination of All Flags' financial responsibility on May 12, 2002, its OTI license was automatically revoked on the same date pursuant to the Commission's regulations at 46 CFR 515.26.

It appears that between April 2, 1997 and August 17, 1999, All Flags and its principals knowingly and willfully collected freight forwarder compensation from at least three ocean common carriers on thousands of shipments without performing any of the required functions. This activity appears to have resulted from another NVOCC consistently listing All Flags and the name of its President in the freight forwarder box on oceans bills of lading for shipments processed entirely

by that NVOCC's employees.

Furthermore, between April 18, 1997 and December 15, 1998, it appears that on at least twenty-one occasions All Flags and its principals knowingly and willfully shared a portion of the compensation with the NVOCC.

This proceeding therefore seeks to determine (1) whether All Flags violated section 10(a)(1) of the Shipping Act of 1984 ("1984 Act") and 46 CFR 510.22(a) by directly allowing another NVOCC to obtain ocean transportation at less than the rates and charges otherwise applicable by knowingly and willfully sharing a portion of its unwarranted freight forwarder compensation with that NVOCC; (2) whether All Flags violated section 19(d) of the 1984 Act and 19(e) of the 1984 Act as amended, as well as 46 CFR parts 510 and 515 as amended, by knowingly and willfully obtaining freight forwarder compensation without performing the services required for the receipt of such compensation; (3) whether, in the event violations of sections 10(a)(1), 19(d), and 19(e) of the 1984 Act and/or 46 CFR parts 510 and 515 are found, civil penalties should be assessed and, if so the amount, and (4) whether, in the event violations are found, an appropriate cease and desist order should be issued.

The full text of the Order may be viewed on the Commission's home page at <http://www.fmc.gov/> or at the Office of the Secretary, Room 1046, 800 N. Capitol Street, NW., Washington, DC. Any person may file a petition for leave to intervene in accordance with 46 CFR 502.72.

Bryant L. VanBrakle,
Secretary.

[FR Doc. 02-20672 Filed 8-14-02; 8:45 am]
BILLING CODE 6730-01-P

FEDERAL MARITIME COMMISSION

[Docket No. 02-11]

Empire United Lines Co., Inc.—Possible Violations of Sections 10(a)(1) and 10(b)(1) of the Shipping Act of 1984, and Section 10(b)(2)(A) of the Shipping Act of 1984 as Amended by the Ocean Shipping Reform Act of 1998, as Well as the Commission's Regulations at 46 CFR 515.31(e) as Amended; Order of Investigation and Hearing

Notice is given that on August 1, 2002, the Federal Maritime Commission served an Order of Investigation and Hearing on Empire United Lines Co., Inc. ("Empire") an ocean transportation intermediary ("OTI") operating as a

non-vessel-operating common carrier. It appears that, with respect to thousands of shipments between April 2, 1997 and October 5, 1999, Empire knowingly and willfully provided false information by listing a freight forwarder on numerous bills of lading for Empire's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers. Also, between April 18, 1997 and December 15, 1998, it appears that on at least twenty-one occasions Empire collected a portion of the unwarranted compensation from the freight forwarder through invoices for various alleged services and products. It further appears that during the same approximate time period, Empire processed twenty shipments documented by invoices that indicate that the rates assessed and collected differ from those set forth in Empire's ATFI tariff.

This proceeding therefore seeks to determine (1) whether Empire violated section 10(a)(1) of the Shipping Act of 1984 ("1984 Act") by knowingly and willfully obtaining transportation at less than the rates and charges otherwise applicable by the receipt of an unlawful rebate resulting from Empire's collection of a portion of unwarranted freight forwarder compensation from another OTI; whether Empire violated section 10(b)(1) of the 1984 Act and 10(b)(2)(A) of the 1984 Act as amended, by charging different compensation for the transportation of property than the rates set forth in its published tariff; whether Empire violated the Commission's regulations at 46 CFR 515.31(e) as amended, by knowingly and willfully providing false information to several ocean common carriers on documents concerning Empire's shipments; whether, in the event violations of sections 10(a)(1), 10(b), and 10(b)(2)(A) of the 1984 Act and/or 46 CFR 515.31(e) are found, civil penalties should be assessed against Empire and, if so, the amount of the penalties to be assessed; whether, in the event violations of sections 10(a)(1) and 10(b)(1) of the 1984 Act are found, the tariff of Empire should be suspended; whether the OTI license of Empire should be suspended or revoked; and whether, in the event violations are found, an appropriate cease and desist order should be issued.

The full text of the Order may be viewed on the Commission's home page at <http://www.fmc.gov/> or at the Office of the Secretary, Room 1046, 800 N. Capitol Street, NW., Washington, DC. Any person may file a petition for leave

53354

Federal Register / Vol. 67, No. 158 / Thursday, August 15, 2002 / Notices

to intervene in accordance with 46 CFR 502.72.

Bryant L. VanBrakle,
Secretary.

[FR Doc. 02-20673 Filed 8-14-02; 8:45 am]
BILLING CODE 5730-01-P

FEDERAL RESERVE SYSTEM

Formations of, Acquisitions by, and Mergers of Bank Holding Companies

The companies listed in this notice have applied to the Board for approval, pursuant to the Bank Holding Company Act of 1956 (12 U.S.C. 1841 *et seq.*) (BHC Act), Regulation Y (12 CFR part 225), and all other applicable statutes and regulations to become a bank holding company and/or to acquire the assets or the ownership of, control of, or the power to vote shares of a bank or bank holding company and all of the banks and nonbanking companies owned by the bank holding company, including the companies listed below.

The applications listed below, as well as other related filings required by the Board, are available for immediate inspection at the Federal Reserve Bank indicated. The application also will be available for inspection at the offices of the Board of Governors. Interested persons may express their views in writing on the standards enumerated in the BHC Act (12 U.S.C. 1842(c)). If the proposal also involves the acquisition of a nonbanking company, the review also includes whether the acquisition of the nonbanking company complies with the standards in section 4 of the BHC Act (12 U.S.C. 1843). Unless otherwise noted, nonbanking activities will be conducted throughout the United States. Additional information on all bank holding companies may be obtained from the National Information Center Web site at www.ffiec.gov/nic/.

Unless otherwise noted, comments regarding each of these applications must be received at the Reserve Bank indicated or the offices of the Board of Governors not later than September 9, 2002.

A. Federal Reserve Bank of Richmond (A. Linwood Gill, III, Vice President) 701 East Byrd Street, Richmond, Virginia 23261-4528:

1. *First Citizens Bancorporation of South Carolina, Inc.*, Columbia, South Carolina; to merge with C B Financial Corp., Warrenton, Georgia, and thereby indirectly acquire Citizens Bank, Warrenton, Georgia.

B. Federal Reserve Bank of Atlanta (Sue Costello, Vice President) 1000 Peachtree Street, N.E., Atlanta, Georgia 30309-4470:

1. *MCB Financial Group, Inc.*, Carrollton, Georgia; to become a bank holding company by acquiring 100 percent of the voting shares of McIntosh Commercial Bank (in organization), Carrollton, Georgia.

2. *GB&T Bancshares, Inc.*, Gainesville, Georgia; to acquire 100 percent of the voting shares of Hometown Bank of Villa Rica, Villa Rica, Georgia.

3. *NW Services Corporation*, Ringgold, Georgia; to acquire 100 percent of the voting shares of The Bank of Sharon, Sharon, Tennessee.

C. Federal Reserve Bank of St. Louis (Randall C. Sumner, Vice President) 411 Locust Street, St. Louis, Missouri 63166-2034:

1. *State Capital Corporation, and State Bank & Trust Company Employee Stock Ownership Plan*, both of Greenwood, Mississippi; to acquire up to 100 percent of the voting shares of Mississippi Southern Bank, Port Gibson, Mississippi.

2. *State Bank & Trust Company Employee Stock Ownership Plan*, Greenwood, Mississippi; to become a bank holding company by acquiring 25.08 percent of the voting shares of State Capital Corporation, Greenwood, Mississippi, and thereby indirectly acquire State Bank & Trust Company, Cleveland, Mississippi.

D. Federal Reserve Bank of San Francisco (Maria Villanueva, Consumer Regulation Group) 101 Market Street, San Francisco, California 94105-1579:

1. *New Corporation*, Oakland, California; to become a bank holding company by acquiring 100 percent of the voting shares of Met Financial Corporation, Oakland, California, and thereby indirectly acquire Metropolitan Bank, Oakland, California.

Board of Governors of the Federal Reserve System, August 9, 2002.

Robert deV. Frierson,

Deputy Secretary of the Board.

[FR Doc. 02-20680 Filed 8-14-02; 8:45 am]

BILLING CODE 6210-01-S

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

[Program Announcement 02083]

Cooperative Agreement for the Development of International Surveillance Systems, Enhancement of Epidemiologic Practice, and the Development of Epidemiologic Training Programs, Workshops, and Conferences for Ministries of Health (MOH) and Other International Health Organizations; Notice of Availability of Funds

A. Purpose

The Centers for Disease Control and Prevention (CDC) announces the availability of fiscal year (FY) 2002 funds for a cooperative agreement program for the development of international surveillance systems, enhancement of epidemiologic practice, and the development of epidemiologic training programs, workshops, and conferences for Ministries of Health (MOH) and international health organizations.

The purpose of this program is to provide leadership and technical assistance activities to assure that international health organizations have the infrastructure to support effective epidemiologic activities that are essential in providing public health services.

Measurable outcomes of the program will be in alignment with one or more of the following performance goals encourage Ministries of Health to develop efficient and comprehensive public health information and surveillance systems by promoting the use of the internet and by focusing on development of standards for communications and data elements and Efficiently respond to the needs of our Ministries of Health partners through the provision of epidemiologic assistance.

B. Authority and Catalog of Federal Domestic Assistance Number

This program is authorized under sections 301 and 307 of the Public Health Service Act, [42 U.S.C. sections 241 and 242], as amended. The Catalog of Federal Domestic Assistance number is 93.283.

C. Eligible Applicants

Assistance will be limited to organizations that have at least one year proven scientific and technical experience to carry out international

EXHIBIT “F”

S E R V E D - October 31, 2002

FEDERAL MARITIME COMMISSION
WASHINGTON, D. C.

DOCKET NO. 02-11

EMPIRE UNITED LINES CO., INC.-POSSIBLE VIOLATIONS OF SECTIONS 10(a)(1) AND 10(b)(1) OF THE SHIPPING ACT OF 1984, AND SECTION 10(b)(2)(A) OF THE SHIPPING ACT OF 1984 AS AMENDED BY THE OCEAN SHIPPING REFORM ACT OF 1998, AS WELL AS THE COMMISSION'S REGULATIONS AT 46 C.F.R. 515.31(e) AS AMENDED

APPROVAL OF SETTLEMENT

Complainant Bureau of Enforcement (BOE) and respondent Empire Lines Co., Inc. (Empire) have reached agreement to settle this proceeding and have jointly requested that I approve their agreement and dismiss this proceeding. The request is well explained, supported by legal authority and fully meets the criteria for approval of settlement agreements in Commission proceedings. Accordingly, as explained below, the settlement agreement is approved pursuant to 46 C.F.R. § 502.603(a) and the proceeding is discontinued with prejudice subject to Commission review pursuant to 46 C.F.R. § 502.227(c).

Procedural History

On August 1, 2002, the Commission issued an Order of Investigation to determine whether Empire, a licensed ocean transportation intermediary (OTI) operating as a non-vessel-operating common carrier (NVOCC): (1) violated section 10(a)(1) of the Shipping Act of 1984 ("1984 Act"), 46 U.S.C. app. sec. 1709(a)(1), by receiving unlawful rebates through its collection of unwarranted freight forwarder compensation from other OTI's; (2) whether Empire violated section 10(b)(1) of the 1984 Act and section 10(b)(2)(A) of the 1984 Act as amended, 46 U.S.C. app. §§ 1709(b)(1) and 1709(b)(2)(A), by charging an amount of compensation for the transportation of property which differed from the rates and charges set forth in its published tariff; (3) whether Empire violated Commission regulation 46 C.F.R. § 515.31(e), as amended, by knowingly and willfully providing false information to several ocean common carriers in connection with Empire's shipments; (4) whether civil penalties should be assessed against Empire and, if so, the amount to be assessed, in the event any of the aforementioned violations were found; (5) whether Empire's tariff should be suspended, in the event that violations of sections 10(a)(1) and 10(b)(1) of the 1984 Act are found; (6) whether Empire's OTI license should be suspended or revoked pursuant to section 19 of the 1984 Act; and (7) whether a cease and desist order should be issued, in the event violations are found.

Reasonableness of the Settlement Agreement

BOE contends that the evidence would show that respondent violated the 1984 Act by knowingly and willfully providing false information on numerous shipments from April 2, 1997 through October 5, 1999 by listing a freight forwarder on numerous bills of lading for respondent's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers. BOE further contends that on at least twenty-one occasions between April 18, 1997 and December 15, 1998, Empire collected a portion of the unwarranted compensation from the freight forwarder through invoices for various alleged services and products resulting in respondent knowingly and willfully obtaining ocean transportation for its cargo at less than the rates and charges that would otherwise be applicable. Finally, BOE contends that Empire, acting as an NVOCC, assessed and collected rates for shipments transported between November 14, 1997 and July 1, 2002 which varied from those set forth in its published tariff.

Under the terms of the settlement agreement, Empire does not admit to any violation of the 1984 Act or Commission regulations. BOE believes that Empire has terminated the practices which led to this proceeding and has instituted measures to prevent the reoccurrence of such practices in the future. Moreover, respondent has cooperated with BOE in carrying out its investigative and enforcement activities, and agrees to make a monetary payment to the Commission in the amount of \$40,000.00. As required at 46 C.F.R. § 502.603(a), the following is a recitation of the conditions of the settlement agreement:

1. Within five (5) days after a decision of the Administrative Law Judge or the Commission approving this Agreement becomes administratively final, Respondent shall make monetary payment to the Commission, by cashiers or certified check, in the total amount of \$40,000 (Forty Thousand Dollars).
2. Upon approval of the terms set forth in this Agreement by the Administrative Law Judge and the Commission, this instrument shall forever bar the commencement or institution by the Commission of any civil penalty assessment proceeding or other claim for recovery of civil penalties against Respondent for the alleged violations of the Shipping Act of 1984 set forth in FMC Docket No. 02-11.
3. This Agreement is subject to approval by the Commission in accordance with 46 C.F.R. § 502.603.

The Commission, like the courts, strongly encourages settlements and, absent any showing that they contravene any law or public policy, presumes that they are just and reasonable, although not acting as a mere rubber stamp. *See, e.g., Old Ben Coal Co. v. Sea-Land Service, Inc.*, 21 F.M.C. 505, 512-515 (1978); *Great White Fleet v. Southeastern Paper Products, Inc.*, 26 S.R.R. 1487, 1488-1490 (1994).

The Commission's rules of procedure have long provided for settlements and are consistent with the importance given by the Administrative Procedure Act in the facilitation of settlements. *See, e.g.,* 46 C.F.R. 502.91(a); 502.94(a)(1); 5 U.S.C. § 554(c)(1). I find nothing in the settlement agreement that would contravene any law or public policy. The proposed agreement considers the merits of each side's case and provides a candid assessment of the costs and uncertainties of litigation. The agreement would also foster the dissemination of additional information which may assist the Commission in its investigative and enforcement activities. Moreover, a monetary payment of \$40,000.00 by Empire, who maintained an NVOCC bond in the amount of \$50,000.00 at the pertinent times herein, is likely to deter future violations of the aforementioned sections of the 1984 Act by other shippers.

Based on the foregoing, the settlement agreement is approved pursuant to 46 C.F.R. § 502.603(a) and the proceeding is discontinued with prejudice subject to the review of this ruling by the Commission pursuant to 46 C.F.R. 502.227(c).

Michael A. Rosas
Administrative Law Judge

EXHIBIT “G”

SUMMONS ISSUED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
CLERK

2011 MAR 18 PM 4:03

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

OOO "GARANT-S"

53/65 Vol'skaya Street, Suite I
Saratov, Saratovskaya Oblast'
Russian Federation 410056,

Plaintiff,

v.

EMPIRE UNITED LINES CO., INC.

2303 Coney Island Avenue
Brooklyn, New York

and

MICHAEL KHITRINOV
(aka "Michael Hitrinov")

2303 Coney Island Avenue
Brooklyn, New York,

Defendants.

CV 11 - 1324

BLOOM, J.

BLOOM, M.

COMPLAINT

(for breach of contract, unjust enrichment, fraud and deceit, promissory estoppel,
detrimental reliance, negligence and gross negligence, and negligent misrepresentation)

Now comes the plaintiff, OOO "Garant-S," by and through the undersigned counsel, and for its
complaint against the defendants, Empire United Lines Co., Inc. and Michael Khitrinov (aka
"Michael Hitrinov") states and alleges as follows:

PARTIES

1. The plaintiff, OOO "Garant-S" (hereinafter sometimes referred to as "Plaintiff" or
"Garant-S") is a limited liability company organized under laws of the Russian Federation. The

principal place of business of Garant-S is located at 53/65 Vol'skaya Street, Suite I, Saratov, Saratovskaya Oblast', the Russian Federation 410056.

2. On information and belief, defendant Empire United Lines Co., Inc. (hereinafter referred to as "Empire") is a corporation organized under the laws of the State of New York. On information and belief, the principal place of business of Empire is located at 2303 Coney Island Avenue in Kings County (Brooklyn), New York.

3. Defendant Michael Khitrinov (hereinafter referred to as "Khitrinov") is an adult individual. On information and belief, Khitrinov regularly transacts business at 2303 Coney Island Avenue in Kings County (Brooklyn), New York.

4. Empire and Khitrinov are hereinafter sometimes referred to as "the Defendants."

5. On information and belief, Empire is 100 per cent owned and controlled by Khitrinov and is Khitrinov's *alter ego*.

6. On information and belief, Empire is, or was at all relevant times, an ocean transportation intermediary operating as a non-vessel-operating common carrier (NVOCC), licensed and regulated by the United States Federal Maritime Commission.

JURISDICTION AND VENUE

7. This Court has jurisdiction pursuant to 28 U.S.C. § 1332.

8. Venue is proper pursuant to 28 U.S.C. § 1391(a).

BACKGROUND

9. Garant-S regularly acquires motor vehicles at auctions in the United States of America for shipment to the Russian Federation, usually via Finland.

10. Empire and Khitrinov are in the business of making transportation arrangements for shippers and transporting motor vehicles overseas.

11. Empire and Khtirnov operate a storage facility in Elizabeth, New Jersey, where they store shippers' vehicles prior to shipment overseas.
12. Garant-S has an established business relationship with Empire and Khtirnov. Since August 2008, Garant-S used the services of Empire and Khtirnov to store and transport its vehicles from the United States of America to Kotka, Finland.
13. In late October 2010, Garant-S acquired two BMW vehicles at auctions in Ohio and Virginia.
14. Garant-S promptly engaged Defendants to transport the two vehicles (as well as another vehicle) from the auctions to Kotka, Finland for compensation. Defendants agreed to provide those transportation services and arranged for the vehicles to be delivered from the auctions and received at their facility in Elizabeth, New Jersey.
15. On or about November 4, 2010, the vehicles were delivered to Defendants' storage facility at 50 S. 1st Street, Elizabeth, New Jersey.
16. Shortly after the vehicles were delivered, Plaintiff's agents called Empire to inquire about whether the vehicles had been received by Defendants. They were advised that there was no information. In fact, the vehicles had been received.
17. On information and belief, early in the morning on November 8, 2010, the vehicles disappeared from Defendants' facility.
18. On November 8, 2010, Plaintiff's agents called Empire. Empire's agents told Plaintiff that the two vehicles in question had not been delivered.
19. Plaintiff's agents continued calling Empire. They were told the vehicles had not been seen and were advised to call Khtirnov.

20. On November 11, 2010, Plaintiff was able to reach Khitrinov, who claimed he knew nothing about the cars and demanded evidence that the vehicles had been delivered to him.

21. Finally, on or about November 12 and 15, Khitrinov and Empire stated that the vehicles were no longer in their possession and that police had been called on November 8.

22. Plaintiff subsequently learned that Khitrinov was interviewed by the police on November 8, 2010, and that there was a police report.

23. The vehicles were equipped with alarms and anti-theft devices which could have been used to locate the vehicles shortly after their "disappearance."

CLAIMS FOR RELIEF
FIRST CLAIM FOR RELIEF
BREACH OF CONTRACT

24. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 23 with the same effect as if fully set forth herein.

25. The agreement between Plaintiff and the Defendants regarding the transportation of two BMW vehicles that belonged to Plaintiff to Kotka in Finland was a valid and binding contract.

26. Plaintiff has performed all of its obligations under the contract that it was required to perform.

27. The Defendants have committed material breaches of the contract by, *inter alia*,

- (a) failing to deliver the vehicles to the agreed destination;
- (b) failing to return the vehicles to Plaintiff;
- (c) failing to make proper transportation arrangements for Plaintiff's vehicles;
- (d) failing to issue proper and required documentation;
- (e) failing to properly and safely store Plaintiff's vehicles;
- (f) failing to make proper storage arrangements for Plaintiff's vehicles;

(g) wrongfully taking, converting, and misappropriating Plaintiff's vehicles; or allowing or permitting others to wrongfully take, convert, and misappropriate Plaintiff's vehicles; or facilitating or aiding and abetting the wrongful taking, conversion, and misappropriation of Plaintiff's vehicles;

(h) failing to take actions necessary to locate and return Plaintiff's vehicles;

(i) making numerous and deliberate material misrepresentations of fact to Plaintiff;

(j) frustrating efforts to locate and obtain return of Plaintiff's vehicles;

(k) failing to aid efforts to locate and obtain return of Plaintiff's vehicles;

(l) failing to exercise reasonable care in storing Plaintiff's vehicles;

(m) otherwise failing to act fairly, honestly, and in good faith.

28. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

29. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

30. As a result of such breach of contract by the Defendants, Plaintiff suffered damages and sustained losses.

SECOND CLAIM FOR RELIEF WRONGFUL TAKING AND CONVERSION

31. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 30 with the same effect as if fully set forth herein.

32. The Defendants intentionally and without right, proper authority, or entitlement took for their use, benefit, and enjoyment, and/or allowed others to intentionally and without right, proper authority, or entitlement take for their use, benefit, and enjoyment vehicles that rightfully belonged to Plaintiff.

33. Plaintiff was the rightful owner of the vehicles and had an absolute and unconditional right to possession of the vehicles.

34. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

35. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

36. As a result of such wrongful taking and conversion, Plaintiff suffered damages and sustained losses.

**THIRD CLAIM FOR RELIEF
FRAUD AND DECEIT**

37. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 36 with the same effect as if fully set forth herein.

38. In November 2010, the Defendants promised and represented to Plaintiff

(a) that they would make arrangements to transport and would transport Plaintiff's BMW vehicles to Kotka in Finland;

(b) that they would make arrangements to safely store and maintain and would, in fact, safely store and maintain Plaintiff's vehicles in New Jersey prior to exportation from the United States of America;

(c) that they would issue and provide all proper paperwork and all proper insurance with respect to Plaintiff's vehicles and their storage and transportation; and

(d) that they would exercise due care in storing, maintaining, and transporting Plaintiff's vehicles.

39. These promises and representations were false when made.

40. The Defendants made these promises and representations intentionally in order to induce Plaintiff to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

41. The Defendants expected that Plaintiff would rely on said promises and representations in making its decision to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

42. Plaintiff did, in fact, reasonably rely on said promises and representations when it decided to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

43. These promises and representations were material to Plaintiff's decision to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

44. As a result of such fraud and deceit, Plaintiff suffered damages and sustained losses.

45. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

46. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**FOURTH CLAIM FOR RELIEF
FRAUD AND DECEIT**

47. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 46 with the same effect as if fully set forth herein.

48. In November 2010, the Defendants represented to Plaintiff
- (a) that Plaintiff's BMW vehicles had not been delivered to their facilities and into their care and custody; and
- (b) that the Defendants had no record of Plaintiff's BMW vehicles being delivered to and received at their facilities and into the Defendants's care and custody.
49. These representations were false when made.
50. The Defendants made these representations intentionally in order to delay efforts to locate the vehicles.
51. The Defendants expected that Plaintiff would rely on said representations.
52. Plaintiff did, in fact, reasonably rely on said representations and, as a result, critical time was lost.
53. As a result of such fraud and deceit, Plaintiff suffered damages and sustained losses.
54. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.
55. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**FIFTH CLAIM FOR RELIEF
NEGLIGENCE AND GROSS NEGLIGENCE**

56. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 55 with the same effect as if fully set forth herein.
57. The Defendants owed Plaintiff a duty to exercise at least reasonable care in storing and safeguarding Plaintiff's vehicles.
58. The Defendants breached the duty of care they owed Plaintiff by failing to exercise at least reasonable care in storing and safeguarding Plaintiff's vehicles.

59. As a direct and proximate result of such negligence, Plaintiff suffered damages and sustained losses.

60. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

61. The Defendants acted willfully, wantonly, and with reckless disregard for Plaintiff's rights and interests.

62. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**SIXTH CLAIM FOR RELIEF
DETRIMENTAL RELIANCE**

63. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 62 with the same effect as if fully set forth herein.

64. In November 2010, the Defendants promises and represented to Plaintiff

(a) that they would make arrangements to transport and would transport Plaintiff's BMW vehicles to Kotka in Finland;

(b) that they would make arrangements to safely store and maintain and would, in fact, safely store and maintain Plaintiff's vehicles in New Jersey prior to exportation from the United States of America;

(c) that they would issue and provide all proper paperwork and all proper insurance with respect to Plaintiff's vehicles and their storage and transportation; and

(d) that they would exercise due care in storing, maintaining, and transporting Plaintiff's vehicles.

65. In November 2010, the Defendants represented to Plaintiff

(a) that Plaintiff's BMW vehicles had not been delivered to their facilities and into their care and custody; and

(b) that the Defendants had no record of Plaintiff's BMW vehicles being delivered to and received at their facilities and into the Defendants' care and custody.

66. These representations were false when made.

67. The Defendants made these promises and representations intentionally in order to induce Plaintiff to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services, and in order to delay efforts to locate the vehicles.

68. The Defendants expected that Plaintiff would rely on said promises and representations in making its decisions.

69. Plaintiff did, in fact, reasonably rely on said promises and representations.

70. These promises and representations were material to Plaintiff's decision-making.

71. As a result of such reliance on the Defendants' representations, Plaintiff suffered damages and sustained losses.

72. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

73. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**SEVENTH CLAIM FOR RELIEF
PROMISSORY ESTOPPEL**

74. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 73 with the same effect as if fully set forth herein.

75. In November 2010, the Defendants promises and represented to Plaintiff

- (a) that they would make arrangements to transport and would transport Plaintiff's BMW vehicles to Kotka in Finland;
- (b) that they would make arrangements to safely store and maintain and would, in fact, safely store and maintain Plaintiff's vehicles in New Jersey prior to exportation from the United States of America;
- (c) that they would issue and provide all proper paperwork and all proper insurance with respect to Plaintiff's vehicles and their storage and transportation; and
- (d) that they would exercise due care in storing, maintaining, and transporting Plaintiff's vehicles.

76. These representations were false when made.

77. The Defendants made these promises and representations intentionally in order to induce Plaintiff to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

78. The Defendants expected that Plaintiff would rely on said promises and representations in making its decision to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

79. Plaintiff did, in fact, reasonably rely on said promises and representations when it decided to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

80. These promises and representations were material to Plaintiff's decision to allow Plaintiff's vehicles to be delivered to the Defendants' facilities and into the Defendant's custody and care and to engage the Defendants to provide transportation-related services.

81. As a result of such fraud and deceit, Plaintiff suffered damages and sustained losses.

82. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

83. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**EIGHTH CLAIM FOR RELIEF
NEGLIGENT MISREPRESENTATION**

84. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 83 with the same effect as if fully set forth herein.

85. The Defendants owed Plaintiff a duty not to make negligent misrepresentations of material fact.

86. In November 2010, the Defendants represented to Plaintiff

(c) that Plaintiff's BMW vehicles had not been delivered to their facilities; and

(d) that the Defendants had no record of Plaintiff's BMW vehicles being delivered to and received at their facilities.

87. These representations were false when made.

88. The Defendants made these representations negligently.

89. Plaintiff reasonably relied on said representations and, as a result, critical time was lost.

90. As a result of negligent misrepresentation, Plaintiff suffered damages and sustained losses.

91. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

92. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

**NINTH CLAIM FOR RELIEF
UNJUST ENRICHMENT**

93. Plaintiff reincorporates by reference and re-alleges the allegations of paragraphs 1 through 92 with the same effect as if fully set forth herein.

94. The Defendants knowingly and deliberately took for their use, benefit, and enjoyment property that belonged to Plaintiff under such circumstances that it would be grossly unjust and inequitable for the Defendants to retain the benefit of such property without payment of its fair value to Plaintiff.

95. The Defendants knew and appreciated the value of the property taken and benefited therefrom.

96. As a result of such unjust enrichment, Plaintiff suffered damages and sustained losses.

97. In such actions, the Defendants confederated and conspired with the purpose, intent, and effect of harming Plaintiff.

98. Each of the Defendants was an agent for the other and each aided and abetted the actions of the other, wherefore, the Defendants are jointly and severally liable to Plaintiff.

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests that the Court enter a judgment against the Defendants, jointly and severally:

(1) Declaring that the Defendants have committed the breaches and offenses complained of herein;

- (2) Awarding Plaintiff compensatory damages in the amount of not less than \$80,000.00;
- (3) Awarding Plaintiff punitive damages in the amount of not less than \$250,000.00;
- (4) Awarding Plaintiff pre-judgment and post-judgment interest, reasonable attorney's fees, and the costs and disbursements of this action;
- (5) Awarding Plaintiff such other and further relief as the Court deems just and proper and as the nature of this controversy may require.

DEMAND FOR A JURY TRIAL

Plaintiff demands a trial by jury of claims, issues, and defenses triable to a jury.

Respectfully submitted,



Kostyantyn Nesterov Bar No. KN8081
11821 Parklawn Drive
Suite 206
Rockville, Maryland 20852
Telephone: (703) 400-1316
Kosta.nesterov@gmail.com

Dated: March 18, 2011

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

000 "Garant-S"

(b) County of Residence of First Listed Plaintiff Russian Federation
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Kostyantyn Nesterov, Esq. 11821 Parklawn Drive, Suite 206,
Rockville, Maryland, 20852, (703) 400 1316

DEFENDANTS

Empire United Lines Co. Inc.
Michael Khitrinov (aka "Michael Hitrinov")

County of Residence of First Listed Defendant Kings
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

BLOCK 1

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|--|---|--|--|---|--|
| <input type="checkbox"/> 110 Insurance
<input type="checkbox"/> 120 Marine
<input type="checkbox"/> 130 Miller Act
<input type="checkbox"/> 140 Negotiable Instrument
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 195 Contract Product Liability
<input type="checkbox"/> 196 Franchise
<input type="checkbox"/> 210 Land Condemnation
<input type="checkbox"/> 220 Foreclosure
<input type="checkbox"/> 230 Rent Lease & Ejectment
<input type="checkbox"/> 240 Torts to Land
<input type="checkbox"/> 245 Tort Product Liability
<input type="checkbox"/> 290 All Other Real Property | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employers' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Product Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
<input type="checkbox"/> 441 Voting
<input type="checkbox"/> 442 Employment
<input type="checkbox"/> 443 Housing/Accommodations
<input type="checkbox"/> 444 Welfare
<input type="checkbox"/> 445 Amer. w/Disabilities - Employment
<input type="checkbox"/> 446 Amer. w/Disabilities - Other
<input type="checkbox"/> 440 Other Civil Rights | PERSONAL INJURY
<input type="checkbox"/> 362 Personal Injury - Med. Malpractice
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
<input checked="" type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Truth in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability
<input type="checkbox"/> 510 Motions to Vacate Sentence
Habeas Corpus:
<input type="checkbox"/> 530 General
<input type="checkbox"/> 535 Death Penalty
<input type="checkbox"/> 540 Mandamus & Other
<input type="checkbox"/> 550 Civil Rights
<input type="checkbox"/> 555 Prison Condition | <input type="checkbox"/> 610 Agriculture
<input type="checkbox"/> 620 Other Food & Drug
<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881
<input type="checkbox"/> 630 Liquor Laws
<input type="checkbox"/> 640 R.R. & Truck
<input type="checkbox"/> 650 Airline Regs.
<input type="checkbox"/> 660 Occupational Safety/Health
<input type="checkbox"/> 690 Other
<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee
<input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 423 Withdrawal 28 USC 157
<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 950 Constitutionality of State Statutes |
|--|---|--|--|---|--|

V. ORIGIN

- (Place an "X" in One Box Only)
- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgement

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1331, 28 U.S.C. 1331 (a)

Brief description of cause:
Breach of contract, Unjust Enrichment, Negligence

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$ 330,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/18/2011

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE FB MAG. JUDGE LB

11-1324

ARBITRATION CERTIFICATION

I, Kostyantyn Nesterov, counsel for OOO "Garant-S" do hereby certify pursuant to the Local Arbitration Rule 83.10 that to the best of my knowledge and belief the damages recoverable in the above captioned civil action exceed the sum of \$150,000 exclusive of interest and costs. No Relief other than monetary damages is sought.

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:
None

RELATED CASE STATEMENT (SECTION VIII)

All cases that are arguably related pursuant to Division of Business Rule 50.3.1 should be listed in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No

b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? No

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes ☒ No ☐

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes ☐ (If yes, please explain) No ☒

Please provide your E-MAIL address and bar code below. Your bar code consists of the initials of your first and last name and the last four digits of your social security number or any other four digit number registered by the attorney with the Clerk of Court. (This information must be provided pursuant to local rule 11.1(b) of the civil rules).

Attorney Bar Code: KN8081

E-MAIL Address: Kosta.Nesterov@gmail.com

Electronic filing procedures were adopted by the Court in Administrative Order No. 97-12, "In re: Electronic Filing Procedures (ECF)." Electronic filing became mandatory in Administrative Order 2004-08, "In re: Electronic Case Filing." Electronic service of all papers is now routine.

I certify the accuracy of all information provided above.

Signature: 

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Motostrada, LLC

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ely Goldin, Esq. Fox Rothschild, LLP 10 Sentry Parkway, Suite 200
Post Office Box 3001 Blue Bell, PA 19422 (610) 397-6509

DEFENDANTS

Michael Hlitrinov a/k/a Michael Khitriniov

County of Residence of First Listed Defendant Kings, NY
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	PROPERTY/INJURY/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROFESSIONAL FEES <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 USC 1961

Brief description of cause:
RICO and related state law claims

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/04/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

APPENDIX I

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIACASE MANAGEMENT TRACK DESIGNATION FORM

MOTOSTRADA, LLC

v.

MICHAEL HITRINOV , ET AL

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

AUG 4, 2008	Ely Goldin	Plaintiff
Date	Attorney-at-law	Attorney for
610-397-6509	610 397-0450	egoldin@foxrothschild.com
Telephone	FAX Number	E-Mail Address

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1825 Grant Avenue, Philadelphia, PA 19116

Address of Defendant: 2303 Coney Island Avenue, Brooklyn, NY 11223

Place of Accident, Incident or Transaction: Philadelphia
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?
RELATED CASE, IF ANY:

Yes ☐ No ☒

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☐
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☐
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☐

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
(Please specify) RICO

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Ely Goldin, counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: _____ Ely Goldin
Attorney-at-Law

75937

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: _____ Ely Goldin
Attorney-at-Law

75937

Attorney I.D.#

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MOTOSTRADA, LLC

Plaintiff,

v.

MICHAEL HITRINOV
a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC.,
CORPORATE CAPITAL
MANAGEMENT, INC.;
CARCONT OY, LTD; and
JOHN DOES 1 THROUGH 5

Defendants.

Civil Action No. 08-CV-_____

COMPLAINT

Plaintiff, by and through its undersigned counsel and pursuant to Fed.R.Civ.P. 8(a)(2) files this Complaint against the defendants herein and in support of the Complaint avers as follows:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over all claims pursuant to 28 U.S.C. § 1331 (existence of a federal question) and 28 U.S.C. § 1332 (diversity of citizenship). This Court has supplemental jurisdiction over certain state law claims asserted herein pursuant to 28 U.S.C. § 1367(a).

2. This Court has personal jurisdiction over each of the Defendants. Defendants have conducted business in, and have had continuous and systematic contacts with the Commonwealth of Pennsylvania, including the Eastern District of Pennsylvania. The wrongful activity in this case concerns the Defendants' purposeful interactions with individuals in the Commonwealth of

Pennsylvania, including within the Eastern District of Pennsylvania. Defendants have also committed wrongful acts and have caused injury to Plaintiff in Pennsylvania and, in particular, the Eastern District of Pennsylvania. Thus, each of the Defendants have purposefully availed themselves of the privilege of doing business in Pennsylvania, and critical elements of Defendants' wrongdoing occurred in this Commonwealth.

3. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) in that a substantial part of the events or omissions giving rise to the claims herein occurred in this District, a substantial part of the property that is the subject of the action is situated in this District, and Defendants have sufficient contacts with this District such that Defendants may be found here.

THE PARTIES

4. Plaintiff Motostrada, LLC ("Plaintiff" or "Motostrada") is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 1825 Grant Avenue, Philadelphia, PA 18954.

5. Defendant Michael Hitrinov a/k/a Michael Khitrinov ("Hitrinov") is an adult individual and is a citizen of the State of New York who maintains a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223.

6. Defendant Empire United Lines Co., Inc. ("EUL") is a closely held corporation organized and existing under the laws of the State of New York with a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223.

7. Defendant Corporate Capital Management, Inc. ("CCM") is a closely held corporation organized and existing under the laws of the State of New York with a principal place of business at 1866 86th Street, Brooklyn, NY 11214.

8. Defendant CarCont Oy, Ltd. ("CarCont") is a corporation and/or other business entity organized and existing under the laws of Finland with a principal place of business at Merituulentia, 424 2nd Floor, Kotka, Finland, 48310.

9. Defendants John Doe # 1 through #5 (the "John Doe Defendants") are persons and/or business entities that participated in the events complained of herein but whose identities are as of yet unknown to Plaintiff. Plaintiff respectfully reserves the right to amend the caption and identify the John Doe Defendants by name once their identities have been ascertained through discovery.

10. At all times relevant hereto, Defendant Hitrinov ran an "organization" within the meaning of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, et seq., ("RICO").

11. Said organization consisted of, inter alia, (a) Defendant Hitrinov, (b) Defendant CCM, the capital and finance arm of the organization; (c) Defendant EUL, the shipping arm of the organization; (d) Defendant CarCont, the foreign customs and storage agent of the organization; and (e) the John Doe Defendants whose identities are currently unknown to the plaintiff but who nevertheless materially assisted the named defendant in carrying out the unlawful activities complained of herein.

OPERATIVE FACTS

12. Plaintiff Motostrada, LLC is in the business of exporting used cars from the United States for sale, inter alia, in the territory of the Russian Federation and other republics of the Former Soviet Union ("FSU.")

13. Defendant EUL is a ocean transportation intermediary operating as a non-vessel operating common carrier. EUL purchases container space in vessels from vessel operators and in turn sells sea freight service to companies such as Plaintiff. As part of its operations, EUL through

its affiliate CCM, extends credit to customers which allows said customers to purchase goods for shipment and sale overseas

14. In or around November 2006, Plaintiff entered into a business relationship with Defendant Hitrinov and his companies CCM and EUL.

15. Pursuant to the terms of the relationship, Plaintiff did borrow and use credit advanced by Corporate Capital Management in and/or from the State of New York in the approximate amount of \$500,000, (the "Unlawful Debt") to purchase used automobiles which would then be exported and shipped by EUL from the port of Elizabeth, New Jersey to the port of Kotka, Finland for marketing and sale to customers in the FSU.

16. Under terms established by Defendant CCM, interest on the Unlawful Debt exceeded the lawful rate of interest established by federal and state law.

17. As a condition of extending credit, Defendant Hitrinov required Plaintiff to use EUL as a freight forwarding agent.

18. Hitrinov represented that EUL was familiar with the import rules and regulations of foreign countries, the export regulations of the U.S. government, the methods of shipping, and the documents related to foreign trade. Furthermore, Hitrinov indicated that by virtue of his vast experience in the export and sale of automobiles in the FSU, he had developed a network of reliable contacts that would enable Plaintiff to safely store their automobile inventory in Finland for marketing and sale upon favorable financial terms.

19. In or around 2007, Plaintiff arranged with Defendants Hitrinov and EUL to ship in excess of 100 vehicles from the port of Elizabeth, New Jersey to the port of Kotka, Finland.

20. Defendant EUL did assume possession, custody and control (but not title) of the said vehicles and did ship the said vehicles to the port of Kotka, Finland where they remain at the present time.

21. As part of its services and in light of its purported contacts, Defendants Hitrinov and EUL represented to Plaintiff that arrangements for storage of the automobiles had been made on financially favorable terms with Defendant CarCont, a supposedly independent third-party.

22. In or around 2008, Plaintiff expressed dissatisfaction with the nature and quality of services rendered by Defendants.

23. In response, on or about July 10, 2008, Defendant EUL unlawfully seized control of Plaintiff's inventory in Finland and prohibited Plaintiff's sales and marketing agents and prospective customers from having reasonable access to the automobiles.

24. Said defendant attempted to conceal their conversion of the Plaintiff's automobiles by suggesting that access was denied by Defendant CarCont, the owner of the lot upon which the automobiles were stored, due to storage charges due and payable to CarCont.

25. According to Defendants Hitrinov and EUL, CarCont was owed storage charges of €5.00 per day up through May 1, 2008 and €25.00 per day retroactive to May 1, 2008. Said defendants further represented to Plaintiff that CarCont had made arrangements to sell Plaintiff's vehicles at public auction (without first initiating legal proceedings) to satisfy said storage charges which, according to Defendants, are approximately €120,430.00.

26. In fact, CarCont is directly and/or indirectly owned and/or controlled by Defendants Hitrinov and EUL, and said Defendants used CarCont as an instrumentality in furtherance of their unlawful activities as complained of herein.

27. Furthermore, the agreement between EUL and CarCont was not an arm's length agreement but an insider transaction between two related entities whose affiliation was concealed from Plaintiff. In fact, Plaintiff believes and therefore avers that Defendants' storage charges are ten (10) times greater than those charged by companies offering comparable services.

28. Using the inflated CarCont storage charges as a pretext, Defendant Hitrinov then offered to acquire Plaintiff's inventory for the combined sum of \$20,000.

29. Therefore, with regard to this particular shipment, Hitrinov's companies: (a) extended credit at usurious and illegal rates; (b) submitted charges for freight forwarding agency services; (c) unlawfully seized control over Plaintiff's inventory; (d) submitted grossly inflated storage and unloading charges; and (e) threatened to employ self-help without due process to liquidate Plaintiff's inventory.

30. At present, Plaintiff's inventory of automobiles is being held hostage by Defendants at the Port of Kotka in Finland while Defendants make demands for payments and/or concessions to which they are not legally entitled.

COUNT I
PLAINTIFF v. ALL DEFENDANTS
RICO

31. Plaintiff incorporates the preceding paragraphs by reference.

32. Each of the defendants is a "person" within the meaning of 18 U.S.C. § 1961(3).

33. Each of the defendants has engaged in illegal activity to further the unlawful acts complained of herein.

34. Defendants constitute an "enterprise" within the meaning of 18 U.S.C. § 1961(4).

35. Defendants have engaged in a "pattern of racketeering activity" within the meaning of 18 U.S.C. § 1961(5) in that Defendants have engaged in acts of mail fraud, wire fraud, usury,

extortion and/or other predicate acts and furthermore, Defendants have made use of other instrumentalities of interstate and foreign commerce to perpetrate their fraud upon the plaintiff.

36. The pattern of racketeering consisted of

- (a) Lending activities related to the Unlawful Debt;
- (b) Interference with Plaintiff's ability to engage in international commerce;
- (c) Fraudulent statements communicated by mail, Internet and facsimile regarding "storage charges" imposed upon Plaintiff's automobile inventory;
- (d) Fraudulent statements communicated by mail, Internet and facsimile concealing the relationship between Defendants EUL and CarCont;
- (e) Theft of Plaintiff's property used in interstate and foreign commerce through conversion; and
- (f) Attempted extortion.

37. As a direct and proximate result of Defendants' illegal activities, Plaintiff has suffered damages and losses and has been deprived of the benefit and value of its automobile inventory all of which exceeds \$75,000.

COUNT II
PLAINTIFF v. DEFENDANTS HITRINOV AND EUL
(BREACH OF FIDUCIARY DUTY)

38. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

39. At all times relevant hereto an agency relationship existed between Plaintiff and Defendants Hitrinov and EUL.

40. Pursuant to the agency relationship, said Defendants owed Plaintiff a duty of loyalty and a duty of the utmost good faith and fair dealing.

41. By reason of the aforesaid, Defendants breached their fiduciary obligations by, inter alia, converting Plaintiff's assets which were the subject of the agency relationship and by engaging in self-dealing.

42. The actions of the defendants are willful, wanton and outrageous and justify the award of punitive damages.

COUNT III
PLAINTIFF v. DEFENDANTS HITRINOV, EUL AND CARCONT
(CONVERSION)

43. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

44. By reason of the aforesaid, Defendants have unlawfully and without justification converted Plaintiff's property.

45. Plaintiff has suffered damage as a result of Defendants' conduct.

46. Defendants' actions are willful, wanton and outrageous and justify the award of punitive damages.

COUNT IV
PLAINTIFF v. ALL DEFENDANTS
(CIVIL CONSPIRACY)

47. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

48. By reason of the aforesaid, the defendants – consisting of two or more persons – combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objections by unlawful means complained of herein to the great harm and detriment to the Plaintiff.

49. Plaintiff has suffered damage as a result of Defendants' conduct.

50. Defendants' actions are willful, wanton and outrageous and justify the award of punitive damages.

COUNT V
PLAINTIFF v. DEFENDANTS HITRINOV, EUL AND CARCONT
(TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS)

51. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

52. By reason of the aforesaid, Defendants have intentionally interfered with Plaintiff's relationships with actual and/or prospective customers and have interfered with Plaintiff's ability to lawfully market and sell its inventory in an orderly manner.

53. Plaintiff has suffered damage as a result of Defendants' conduct.

54. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT VI
PLAINTIFF v. ALL DEFENDANTS
(ACTION TO PIERCE CORPORATE VEIL)

55. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

56. Plaintiff believes and therefore avers that Defendant Hitrinov used CCM, EUL and CarCont as active participants in a scheme to defraud the plaintiff and the other acts complained of herein. As active participants in the conduct complained of herein, the individual defendants are not entitled to the limited liability protections of the corporate form.

57. In addition, Plaintiff believes and therefore avers that Defendants have misused the corporate form and disregarded corporate formalities to a degree where the distinction between the

individual and corporate defendants and the distinction between the corporate defendants inter se has been rendered meaningless thereby rendering the entities a "sham" for purposes of this action.

RELIEF REQUEST

58. By reason of the aforesaid, Plaintiff seeks the following:

- (a) An award of actual damages in excess of \$75,000 as against Defendants Hitrinov, CCM, EUL and CarCont and the John Doe Defendants, jointly and severally;
- (b) An award of punitive damages in excess of \$500,000 as against Defendants Hitrinov, CCM, EUL and CarCont and the John Doe Defendants, jointly and severally;
- (c) Attorney's fees, costs, and pre-judgment interest as permitted by law;
- (d) Injunctive relief as needed to maintain the status quo and prevent Defendants from undertaking further unlawful and illegal acts; and
- (e) Such other relief as may be deemed just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable.

Respectfully submitted,

FOX ROTHSCHILD, LLP

/s/

By: _____
Ely Goldin, Esquire
Lilian P. Nikolayevsky, Esquire
Attorney I.D. Nos. 75937/93926
10 Sentry Parkway, Suite 200
Post Office Box 3001
Blue Bell, PA 19422
(610) 397-6500
Attorneys for Plaintiff

Date: August 4, 2008

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
EASY EXPORT, INC., PETR MALKOVSKI

Civil Action No.: 09 4714

Plaintiffs,

VITALIANO, J

-against-

MICHAEL HITRINOV aka MICHAEL
KHITRINOV, EMPIRE UNITED LINES CO.,
INC.,

GO, MJ

MEDITERRANEAN SHIPPING
COMPANY (USA), INC.,

TRANSATLANTIC AUTO GROUP, INC., &
LEV SHATSMAN, ALEXANDR KOVALEV,

Defendants.

-----X

AMENDED COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Plaintiffs, T EASY EXPORT, INC. and PETR MALKOVSKI by their
attorney, JULIEAN GALAK, ESQ., as and for their amended
complaint against Defendants, allege as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of
this action pursuant to Article III, Section 2, U.S.
Constitution and 28 U.S.C. § 1331 and § 1333 as this matter
relates to contracts for carriage of goods by sea from ports of

the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act ("COGSA"), 46 USCS § 30701, and relates to contracts for carriage of goods by sea and damages caused by maritime shipping companies as well as vessels on navigable waters.

2. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 USCS § 1367 as such claims are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

VENUE

3. Venue is proper in this District pursuant to 28 USCS § 1391.

PARTIES

4. Plaintiff, EASY EXPORT, INC., ("Easy Export"), is a corporation duly organized and existing under the laws of the State of Pennsylvania, with an office in Exeter, Pennsylvania.

5. Plaintiff, PETR MALKOVSKI, ("Malkovski"), is a natural person and resident of the State of New York, County of Kings.

6. Upon information and belief, Defendant, EMPIRE UNITED LINES CO., INC. ("Empire"), is a closely held corporation duly organized under the laws of the State of New Jersey, and doing business in the State of New York, County of Kings.

7. Upon information and belief, Defendant, MICHAEL HITRINOV aka MICHAEL KHITRINOV aka MIKHAIL KHITRINOV ("Khitrinov"), is an individual residing in the State of New York, County of Kings, and is employed and doing business in the State of New York, County of Kings.

8. Upon information and belief, Defendant, MEDITERRANEAN SHIPPING COMPANY (USA) INC. ("MSC"), is a corporation duly organized under the laws of the State of New York, with a principal office in the State of New York, County of New York.

9. Upon information and belief, Defendant, TRANSATLANTIC AUTO GROUP, INC. ("Transatlantic"), is a corporation duly organized under the laws of the State of New York, with a principal office in the State of New York, County of New York.

10. Upon information and belief, Defendant, LEV SHATSMAN ("Shatsman"), an individual residing in the State of New York,

County of Kings, and is employed and doing business in the State of New York, County of Kings.

11. Upon information and belief, Defendant, ALEXANDR KOVALEV ("Kovalev"), an individual residing in the State of New York, County of Kings, and is employed and doing business in the State of New York, County of Kings.

STATEMENT OF FACTS

12. All Plaintiffs were and are the owners of a certain vehicle, specifically a 2006 Lexus RS-330 VIN# 2T2HA31U06C109748, ("Vehicle") as well as assorted personal goods, that they wished to export overseas (collectively, "Shipment").

13. On or about August 10, 2009, Easy Export transferred the Vehicle to Inna Kladnitskaya, the spouse of Malkovsky (hereinafter, "Spouse"), then and currently residing in Lithuania.

14. On or about August 17, 2009, Easy Export entered into a contract with Defendant Empire, a Non-Vessel Operating Common Carrier (hereinafter, "NVOCC") to ship the Shipment from New York to Klaipeda, Lithuania (the "Final Destination").

15. The consignee on the shipment was the Spouse.

16. Malkovsky brought the Vehicle to Empire at their loading facility located at 50 South First Street, Elizabeth, NJ, to be packaged into a container and shipped overseas

17. Inside the vehicle Malkovsky placed numerous boxes of personal goods intended for the Spouse and their newborn child.

18. Malkovsky spoke with ROMAN AYRIEV (hereinafter, "Ayriev"), on information and belief, an employee of Empire, and informed him that the Shipment was to be shipped to Lithuania. Ayriev stated that he had two other vehicles awaiting shipment, and that he would be able to place the Shipment along with the other two vehicles into a single container for shipment. Ayriev then instructed Malkovsky to contact Defendant Khitrinov to agree on price.

19. Malkovsky called the main office of Empire in Brooklyn, NY, and Empire, by its agent Khitrinov, agreed to place the Shipment inside a container, along with two other vehicles, and to ship the container from New York to the "UAB Skelme" storage facility, at the Final Destination, by ocean

shipping and process all required customs and shipping forms.

The agreed to fee for this transaction was to be \$650, payable prior to the container being loaded aboard ship.

20. On or about August 17, 2009, at or about 4pm, the Shipment was received on behalf of Empire by Ayriev who personally inspected the Vehicle, issued to Malkovsky an inspection report, and placed the Vehicle inside a container.

21. When Malkovsky delivered the Shipment to Empire, he also gave Empire the original endorsed title for the Vehicle.

22. Empire was to have the title stamped by US Customs and Border Protection, prepare a Shipping Export Declaration (hereinafter, "SED"), and return the stamped title to Malkovsky upon payment of the shipping fee.

23. No House Bill of Lading ("HBOL") was issued.

24. At the time Malkovsky delivered the Vehicle, Ayriev issued to him one side only of a Master Bill of Lading (hereinafter, "MBOL"). The MBOL did not include the reverse side listing the terms and conditions of the MBOL.

25. Upon information and belief, Empire is in possession of the HBOL and MBOL for the Shipment.

26. The MBOL specified that container # MSCU817636-9 was to contain the Shipment, as well as two other vehicles, and was to be shipped by MSC, for delivery of the container to the "UAB Skelme" storage facility in Klaipeda, Lithuania.

27. On or about August 20, 2009, Malkovsky tendered to Empire a check drawn on Easy Export for the agreed upon fee of Six Hundred and Fifty (\$650.00) dollars for shipping the Shipment to its Final Destination.

28. Upon said full payment, Empire returned to Malkovsky the original title.

29. When Malkovsky received the title, he noticed that no customs stamp was present on it. He inquired as to why it was not stamped, and was told by Khitrinov that US Customs and Border Protection ("Customs") now allows a "virtual customs" procedure to be done electronically, and no longer requires the title to be stamped.

30. Upon information and belief, no such "virtual customs" procedure exists.

31. Upon information and belief, Empire willfully and deliberately failed to follow proper Customs procedure in relation to the Shipment.

32. The Shipment was expected to be delivered to the consignee at its Final Destination in late August or early September 2009.

33. The consignee never received the Shipment.

34. Upon information and belief, Empire received the Original MBOL from MSC with respect to the container containing the Shipment.

35. That all of the Plaintiffs were and are intended beneficiaries of the MBOL's and HBOL's.

36. All Defendants were, at all relevant times, aware that Plaintiffs, were and are the intended beneficiaries of the MBOL's and HBOL's.

37. Upon information and belief, all of the MBOL's and HBOL's are presently in the possession, custody and control of Empire.

38. Upon information and belief, prior or subsequent to the time that the Shipment reached its final destination, Empire, Khitrinov, Transatlantic, Shatsman, and Kovalev (collectively, "Non Vessel Owning Defendants"), acting together and in concert and in conspiracy with each other decided not to release any of the vehicles to the order of the Plaintiffs or their Consignees without receiving additional money not contemplated by the respective contracts for shipment of each such Vehicle.

39. When the Shipment arrived at its final destination, the Plaintiffs learned that Empire would not release the Shipment to the Plaintiffs or their respective Consignees without receiving additional monies not contemplated by the respective contracts for shipment of each such Vehicle.

40. The partial MBOL issued to Malkovsky by Ayriev indicated that the container containing the Shipment would be delivered to the "UAB Skelme" storage facility in Klaipeda, Lithuania.

41. On information and belief, Empire, with no authority or permission, instructed MSC to deliver the container containing the Shipment to the "UAB Pamario Dvaras" storage facility in Klaipeda, Lithuania.

42. The defendants Khitrinov, Kovalev, and Shatsman have, at various times, informed Malkovsky that the Shipment would not be release unless a sum of One Hundred Two Thousand Dollars was paid to Empire.

43. On information and belief, Khitrinov is an officer, shareholder, or other principal of Empire.

44. On information and belief, storage and demurrage charges for the storage of the container containing the Shipment have been assessed by the "UAB Pamario Dvaras" storage facility.

45. On information and belief, the other two vehicles in the container are or were the property of Transatlantic.

46. On information and belief, upon Empire's instructions, the other two vehicles in the container were released without

payment of their pro-rata share of the storage and demurrage charges.

47. On information and belief, Kovalev and Shatsman are officers, shareholders, or other principals of Transatlantic.

48. Each of the Plaintiffs duly demanded release to them or their lawful consignees of the Shipment in compliance with the terms of the contract for shipment of the Shipment.

49. The Non Vessel Owing Defendants, acting together and in concert and in conspiracy with each other refused to permit the release of the Shipment to Plaintiffs or their Consignees without receiving additional monies not contemplated by the contracts for shipment of the Shipment.

50. Each of the Plaintiffs duly demanded that Empire provide them with true copies of the HBOL and MBOL for the Shipment in compliance with law.

51. Empire, acting together and in concert and in conspiracy with the other Non Vessel Owing Defendants refused to provide Plaintiffs with true copies of the HBOL and MBOL for the Shipment in compliance with law.

52. The Non Vesslel Owning Defendants acting together and in concert and in conspiracy with each other threatened Plaintiffs with unlawful restrain and/or destruction of the Shipment unless additional monies not contemplated by the contract for shipment of said Shipment was paid.

53. On information and belief, the Shipment was substantially damaged during transport, and said damage was the result of negligence or willful action of the Defendants.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Maritime Contracts)

54. Repeat and reallege each and every allegation as contained in paragraphs 1 through 53 hereof as if fully set forth herein at length.

55. By reason of the foregoing facts, Empire has breached the shipping contract with the Plaintiffs.

56. By reason of the foregoing facts, plaintiffs have been damages in amounts not less than the value of the Shipment, in the aggregate of no less than \$50,000.

57. By reason of the foregoing facts, Plaintiffs have suffered consequential damages in an amount of no less than \$100,000.

AS AND FOR A SECOND CAUSE OF ACTION
(Conversion)

58. Repeat and reallege each and every allegation as contained in paragraphs 1 through 57 hereof as if fully set forth herein at length.

59. By reason of the foregoing facts Empire has converted to its own use and benefit the Shipment.

60. By reason of the foregoing facts the Plaintiffs have been damaged in an amount not less than the value of the Shipment, in the aggregate of no less than \$50,000.

61. By reason of the foregoing facts, Plaintiffs have suffered consequential damages in an amount of no less than \$100,000.

AS AND FOR A THIRD CAUSE OF ACTION
(Replevin)

62. Repeat and reallege each and every allegation as contained in paragraphs 1 through 61 hereof as if fully set forth herein at length.

63. By reason of the foregoing facts the Plaintiffs are entitled to a Judgment of Replevin against Empire for the Shipment.

64. Plaintiffs have no adequate remedy at law.

AS AND FOR A FOURTH CAUSE OF ACTION
(Injunction)

65. Repeat and reallege each and every allegation as contained in paragraphs 1 through 62 hereof as if fully set forth herein at length.

66. By reason of the foregoing facts, Plaintiffs and each of them have suffered irreparable injury in the deprivation of their property, and concomitant loss of their respective reputations; remedies available at law are inadequate to compensate for that injury; a remedy in equity is warranted; and the public interest would not be disserved by a permanent injunction.

67. By reason of the foregoing facts, Plaintiffs and each of them are entitled to an injunction prohibiting the Defendants from releasing the Shipment to any person or entity other than the lawful Consignees of the Plaintiffs.

68. By reason of the foregoing facts, Plaintiffs and each of them are entitled to an injunction directing Defendants to advise, instruct, and importune their respective overseas agents and storage facilities not to sell, dismantle, or act in any way to assist or cause the sale, secretion or disposal of the Shipment, or release the Shipment to any person or entity other than the lawful Consignees of the Plaintiffs.

69. By reason of the foregoing facts, Plaintiffs and each of them are entitled to mandatory injunction directing Defendants to forthwith return to the Plaintiffs the Shipment, if they be in actual possession, custody or control thereof, and if not, to direct any entity that may be in actual possession, custody, control thereof to release the same to the lawful Consignees thereof.

70. Plaintiffs have no adequate remedy at law.

AS AND FOR A FIFTH CAUSE OF ACTION
(Tortious interference with Contract)

71. Repeat and reallege each and every allegation as contained in paragraphs 1 through 70 hereof as if fully set forth herein at length.

72. At all times herein stated, Defendants possessed actual knowledge of the shipping contract between the Plaintiffs and Empire ("Breached Contract").

73. That by virtue of their intentional, malicious, willful, and unjustified acts and omissions, the Non Vessel Owning Defendants procured Empire to breach the Breached Contract.

74. By reason of the foregoing, the Plaintiffs and each of them have been damaged in amounts not less than the value of the Shipment, in the aggregate of no less than \$50,000.

75. By reason of the foregoing, the Defendants are liable to the Plaintiffs for consequential damages in the aggregate of more than \$100,000 plus punitive damages in an amount to be determined by the court, but not less than the sum of One Million (\$1,000,000) Dollars each.

AS AND FOR A SIXTH CAUSE OF ACTION
Against the Non Vessel Owning Defendants.
(RICO)

76. Repeat and reallege each and every allegation as contained in paragraphs 1 through 75 hereof as if fully set forth herein at length.

77. Each of the Non Vessel Owning Defendants is a "person" within the meaning of 18 U.S.C. § 1961(3).

78. Each of the Non Vessel Owning Defendants has engaged in illegal activity to further the unlawful acts complained of herein.

79. Non Vessel Owning Defendants constitute an "enterprise" within the meaning of 18 U.S.C. § 1961(4).

80. Non Vessel Owning Defendants have engaged in a "pattem of racketeering activity" within the meaning of 18 U.S.C. § 1961(5) in that Defendants have engaged in acts of fraud, extortion and/or other predicate acts and furthermore, Defendants have made use of other instrumentalities of

interstate and foreign commerce to perpetrate their fraud upon the plaintiff.

81. The pattern of racketeering consisted of

- (a) Interference with Plaintiff's ability to engage in international commerce;
- (b) Theft of Plaintiff's property used in interstate and foreign commerce through conversion
- (c) Attempted extortion.

82. As a direct and proximate result of Defendants' illegal activities, Plaintiff have suffered damages and losses and has been deprived of the benefit and value of the Shipment all of which exceeds \$150,000.

AS AND FOR A SEVENTH CAUSE OF ACTION
Against Empire and Khitrinov.
(Breach of Fiduciary Duty)

83. Repeat and reallege each and every allegation as contained in paragraphs 1 through 82 hereof as if fully set forth herein at length.

84. At all times relevant hereto an agency relationship existed between Plaintiff and Defendants Empire and Khitrinov.

85. Pursuant to the agency relationship, said Defendants owed Plaintiff a duty of loyalty and a duty of the utmost good faith and fair dealing

86. By reason of the aforesaid, Defendants breached their fiduciary obligations by, inter alia, converting Plaintiff's assets which were the subject of the agency relationship and by engaging in self-dealing

87. The actions of the defendants are willful, wanton and outrageous and justify the award of punitive damages.

AS AND FOR AN EIGHTH CAUSE OF ACTION
Against the Non Vessel Owning Defendants.
(Civil Conspiracy)

88. Repeat and reallege each and every allegation as contained in paragraphs 1 through 87 hereof as if fully set forth herein at length.

89. By reason of the aforesaid, the Non Vessel Owning Defendants - consisting of two or more persons - combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objections by unlawful means complained of herein to the great harm and detriment to the Plaintiff.

90. Plaintiff has suffered damage as a result of Defendants' conduct.

91. Defendants' actions are willful, wanton and outrageous and justify the award of punitive damages.

AS AND FOR A NINTH CAUSE OF ACTION
Against the Non Vessel Owning Defendants.
(Action to Pierce Corporate Veil)

92. Repeat and reallege each and every allegation as contained in paragraphs 1 through 91 hereof as if fully set forth herein at length.

93. Plaintiff believes and therefore avers that Khitrinov, Kovalev, and Shatsman used Empire and Transatlantic as active participants in a scheme to defraud the plaintiff and the other acts complained of herein. As active participants in the conduct complained of herein, the individual defendants are not entitled to the limited liability protections of the corporate form.

94. In addition, Plaintiff believes and therefore avers that Defendants have misused the corporate form and disregarded corporate formalities to a degree where the distinction between

the individual and corporate defendants and the distinction between the corporate defendants inter se has been rendered meaningless thereby rendering the entities a "sham" for purposes of this action.

JURY DEMAND

95. Plaintiff demands a trial by jury of all issues so triable.

WHEREFORE, Plaintiffs demands judgment as follows:

- a) An award of direct damages in excess of \$50,000 as against all Defendants, jointly and severally;
- b) An award of consequential damages in excess of \$100,000 as against all Defendants jointly and severally;
- c) An award of punitive damages in excess of \$1,000,000 as against Defendants Empire, Transatlantic, Khitrinov, Kovalev, and Shatsman, jointly and severally;
- d) Attorney's fees, costs, and pre-judgment interest as permitted by law;
- e) Injunctive relief as necessary to maintain the status quo, prevent Defendants from undertaking further unlawful or illegal activities, and to minimize further damages to the Plaintiffs; and
- f) Such other relief as may be deemed just and equitable.

Dated: Brooklyn, New York
November 12, 2009

S/ Juliean Galak, Esq.
JULIEAN GALAK, ESQ.
Attorney for Plaintiffs
3105 Brighton 3rd St., Ste. 1K
Brooklyn, NY 11235
(718) 646-4715

FOX ROTHSCHILD LLP

By: Ely Goldin, Esq.
Ernest E. Badway, Esq.
Edward J. Mullins III, Esq.
75 Eisenhower Parkway, Suite 200
Roseland, New Jersey 07068-1600
(973) 992-4800
egoldin@foxrothschild.com

*Attorneys for Plaintiff
Baltic Auto Shipping, Inc.*

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK VICINAGE**

BALTIC AUTO SHIPPING, INC.

Plaintiff,

v.

**MICHAEL HITRINOV
a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC.,
MEDITERRANEAN SHIPPING COMPANY
(USA), INC. and
JOHN DOES 1 THROUGH 5**

Defendants.

CIVIL ACTION NO.

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

Plaintiff, Baltic Auto Shipping, Inc., by and through its undersigned counsel, Fox Rothschild LLP, files this Complaint against the defendants herein and in support of the Complaint avers as follows:

THE PARTIES

1. Plaintiff **Baltic Auto Shipping, Inc.** ("Plaintiff" or "Baltic") is a corporation organized and existing under the laws of Illinois with a principal place of business at 5811 W. 66th Street, Bedford Park, IL 60638.

2. Defendant **Michael Hitrinov**, a/k/a Michael Khitrinov ("Hitrinov") is an adult individual and is a citizen of the State of New York who maintains a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223.

3. Defendant **Empire United Lines Co., Inc.** ("Empire") is a closely held corporation organized and existing under the laws of the State of New York with a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223. Empire also maintains a place of business at 52 Butler Street, in Elizabeth, New Jersey.

4. Defendant **Mediterranean Shipping Company (USA), Inc.** ("MSC") is, upon information and belief, a New York company with a principal place of business at 420 5th Avenue, 8th Floor, New York, NY 10018.

5. Defendants **John Doe # 1 through #5** (the "John Doe Defendants"), are persons and/or business entities that aided, abetted and/or participated in the events complained of herein but whose identities are as of yet unknown to Plaintiff. Plaintiff respectfully reserves the right to amend the caption and identify the John Doe Defendants by name once their identities have been ascertained through discovery.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, and 28 U.S.C. §1331 and §1333 as this matter relates to contracts for the carriage of goods by sea from ports of the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. §30701, the Shipping Act of 1984, 46 U.S.C. §40101, et. seq., and the court's original jurisdiction in maritime matters.

7. Subject matter jurisdiction is further premised on complete diversity of citizenship pursuant to 28 U.S.C. §1332, the Plaintiff being a citizen of Illinois, for diversity purposes and the

Defendants being citizens of New York or New Jersey for diversity purposes, and the amount in controversy exceeding \$75,000.

8. This Court has personal jurisdiction over each of the Defendants. Defendants have conducted business in, and have had continuous and systematic contacts with, the State of New Jersey. In addition, the claims arise from, inter alia, the shipment of automobiles and/or lease of container space in and/or from the Port of Elizabeth, New Jersey.

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) in that a substantial part of the events or omissions giving rise to the claims herein occurred in this federal judicial district and that a substantial part of the property that is the subject of the action originated in this federal judicial district, and Defendants have sufficient contacts with this federal judicial district such that defendants may be found here.

OPERATIVE FACTS

10. Plaintiff Baltic is in the business of exporting used cars from the United States to Europe. These automobiles are generally purchased by Plaintiff at automobile auctions in the United States and are then shipped from the United States overseas via ocean transport in unimodal containers.

11. Upon arrival at the port of destination, the exported automobiles are unloaded and stored at the port for pick up by the consignee and/or the intended customer. Once a customer pays for the automobile, the original title is then shipped to the purchaser by Federal Express and, once confirmation of payment is received, the vehicle is released.

12. Defendant Hitrinov is the sole owner, shareholder officer and director of Defendant Empire.

13. Empire is an ocean transportation intermediary operating as a no-vessel-operating common carrier ("NVOCC") and is engaged in the transport of automobiles overseas for other auto and personal shippers.

14. An NVOCC contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

15. Empire, as an NVOCC, buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

16. Empire, as an NVOCC, sells bookings on vessels operated by MSC, the ocean carrier. MSC, in turn, provides Empire with a breakdown of all charges, such that Empire may charge the shipper one fixed sum for the entire ocean leg of the transport. Whatever sums are actually charged by MSC to Empire, are included in the fixed sum negotiated by and between Empire and the shipper, in this case, the Plaintiff. These charges are presented by MSC to Empire in an invoice which remains in Defendant Hitrinov's possession, custody and control. Said invoice has not been provided to the Plaintiff.

17. As an NVOCC, Empire is subject to regulation by the Federal Maritime Commission.

18. Pursuant to rules and regulations promulgated by the Federal Maritime Commission including, without limitation, regulations implementing the Shipping Act of 1984, 46 U.S.C. § 40101, et seq., an NVOCC can only charge a shipper prices disclosed in a published tariff filed with the Federal Maritime Commission.

19. An exception exists with regard to NVOCCs that have entered into a negotiated rate arrangement ("NRA") with a shipper.

20. An NRA is defined as “a written and binding arrangement between a shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after the receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

21. Defendant Empire never entered into an NRA with Plaintiff and, consequently, the exemption does not apply.

22. At all times relevant hereto, a master service agreement (the “Service Agreement”) existed between Defendant Empire and shipping giant Defendant MSC.

23. MSC is a Vessel Operating Common Carrier (“VOCC”).

24. Pursuant to the Service Agreement, Empire was able to obtain container space aboard MSC vessels outbound from, inter alia, the Port of Elizabeth on favorable terms.

25. From approximately November 2007 up through the present, Plaintiff shipped containers with automobiles acquired by Plaintiff on behalf of foreign customers to ports abroad including, without limitation, the port of Klaipeda, Lithuania. During this time period, Plaintiff shipped thousands of containers through Defendant Empire.

26. In many cases, arrangements for the export, shipment and delivery of the aforesaid vehicles were made with Defendant Empire’s facility in Elizabeth, New Jersey.

27. The automobiles were shipped pursuant to an agreement between Plaintiff and Empire that Plaintiff would be charged one flat fee per container, inclusive of all freight and charges, which fee was determined by the port of origin and port of destination. Said agreement was memorialized in tariffs included in spreadsheets provided by Empire to Plaintiff from time to time. See, Exhibit “A”.

28. Upon information and belief, Empire was required by law to create and deliver a Bill of Lading and invoice to Plaintiff with respect to the Oceangoing and non-Oceangoing transport of Plaintiff's vehicles (the "House Bills of Lading" or "HBOLs").

29. At all times relevant hereto, Empire failed and refused to deliver to Plaintiff's HBOLs and invoices for vehicles shipped overseas.

30. In or around September 2011, Plaintiff notified Defendants that the business relationship between the parties would be wound down and ultimately discontinued. At or about the same time, Plaintiff also demanded a copy of all HBOLs and invoices related to containers shipped pursuant to the parties' agreement.

31. At the time of notification, Plaintiff had shipped approximately 167 containers loaded with automobiles purchased by Plaintiff for export.

32. Of the 167 containers, approximately 20 containers reached their destination and have been fully paid for by Plaintiff. A listing of the aforesaid containers is attached herewith as Exhibit "B".

33. Of the 167 containers, approximately 50 containers have recently arrived at their intended destination and have not yet been fully paid. A listing of the aforesaid containers is attached herewith as Exhibit "C".

34. The remaining containers remain in transit and payment on said containers is due upon their arrival at the destination port. A listing of the aforesaid containers is attached herewith as Exhibit "D".

35. The containers (both arrived and in transit) contain automobiles purchased by Plaintiff and destined for foreign customers at various foreign ports of call including, without

limitation, the port of Klaipeda, Lithuania. Said containers consist of approximately 676 used automobiles valued in excess of \$5,000,000.

36. In the course of Plaintiff's business relationship with Defendant Empire, Defendant Hitrinov would periodically provide Plaintiff with an Excel spreadsheet identifying the containers in transit and verifying that shipping charges had been paid in full. The last such spreadsheet prior to the outbreak of hostilities was provided on September 9, 2011 and is attached herewith as Exhibit "E".

37. According to the spreadsheet, as of September 9, 2011, Plaintiff had fully paid all shipping charges presented by Defendant Empire and had a *credit balance* of approximately \$625.00.

38. After Defendants were notified of Plaintiff's intention to wind down its business relationship with Empire, Defendant Empire unilaterally and retroactively increased its shipping charges.

39. On or about November 14, 2011, Defendant issued a revised spreadsheet. A true and correct copy of the revised spreadsheet is attached as Exhibit "F".

40. According to the revised spreadsheet, Defendant Empire demanded that Plaintiff pay an additional sum of approximately \$175,000 over and above the shipping charges that had been agreed to by and between the parties and that had been dutifully paid throughout the parties' relationship.

41. Furthermore, according to the revised spreadsheet, Defendant Empire demanded that Plaintiff pay an additional sum of approximately \$78,000 *retroactively* for containers that had long since been shipped, paid for and released.

42. These charges, which are referred to as the "Extra Charges" consist of: (a) an \$8.00 per container charge for port security; (b) an \$8.00 per container charge for carrier security; (c) a \$25.00 charge for "European Cargo Data Declaration"; (d) a \$25.00 "Export Chasis Usage"; (e) a \$25.00 "Telex Release Fee"; and (f) a \$100.00 "Doc fee".

43. These charges were, in fact, included in the fixed price paid by the Plaintiff per container and during the four (4) previous years.

44. At all times relevant hereto, Plaintiff's cargo remained and continues to remain in the possession, custody and control of Defendants Empire and MSC.

45. Inasmuch as the Extra Charges were already included in the price charged by Defendant Empire, Plaintiff refused to pay.

46. In response, Defendants Empire and MSC unlawfully seized Plaintiff's containers and refused to release them to their intended recipients despite the fact Plaintiff had lived up to its contractual obligations and despite the fact that as of September 9, 2011, the last statement before the outbreak of hostilities, Plaintiff had a *credit balance*.

47. Of the 167 containers, approximately 22 have arrived and have been paid for by Plaintiff. Although full payment was made, Defendants are now refusing to release the fully paid containers unless Plaintiff immediately pays *new* charges.

48. The remaining 145 containers are either in transit and/or have arrived at their intended destination port. However, Defendants have indicated that these containers will not be released until and unless Plaintiff pays the *new* charges which were imposed, for the first time, on November 14, 2011 and which were applied retroactively to containers shipped and released as far back as June, 2011.

49. Plaintiff made demand upon Defendants for the immediate release of containers, which demand was refused by Defendants. See, Exhibit "G".

50. In response to the demand, Defendants have taken it upon themselves to contact Plaintiff's customers, the intended recipients of the aforementioned containers, and have offered them the goods shipped by Plaintiff at a radical discount, with the expectation that any money paid by the customers will then be seized and applied by Defendants. See, Exhibit "H".

51. In short, Defendants are illegally and unlawfully holding Plaintiff's cargo hostage in exchange for a payment of an artificial and unlawful debt conjured up by Defendants only after Plaintiff decided to sever its business relationship and applied retroactively as to cargo that has long since been shipped and released.

52. This is not the first time that these defendants have attempted to engage in fraud.

53. On August 1, 2002, the Federal Maritime Commission published an Order of Investigation and Hearing alleging that Empire knowingly and willfully provided false information on its bills of lading that enabled Empire to collect unwarranted compensation from ocean carriers. A true and correct copy of the Order of Investigation is attached as Exhibit "I".

54. The Order of Investigation resulted in formal notification published in the Federal Register under 67 FR 53353 (2002). See, Exhibit "J".

55. The investigation resulted in settlement pursuant to which Empire paid a \$40,000 civil penalty to the Federal Maritime Commission. See, Exhibit "K".

56. In addition, Empire has been sued on numerous occasions by customers alleging fraud in the company's business practices. See, e.g. *OOO "Garant-S" v. Empire United Co., Inc.*, et al. 11-CV-1324 (E.D.N.Y. 2011) (alleging fraud over "disappearance" of motor vehicles); *Motostrada, LLC v. Hitrinov, et al.* 08-CV-3648 (E.D. Pa. 2008) (alleging fraud and extrajudicial

seizure of automobiles to extract payment of inflated and retroactively imposed storage charges); *Easy Export, Inc. v. Hitrinov, et al.* 09-CV-4714 (E.D.N.Y. 2009) (alleging fraud extrajudicial seizure of automobiles to extract payment for unrelated and disputed debt). True and correct copies of the complaints filed in the aforementioned actions are attached collectively as Exhibit "L"

57. It is believed and therefore averred that Defendants are scam artists who lure customers into a business relationship on purportedly favorable terms. In the course of the relationship, Defendants, as the shipper, exercise dominion and control of the shipment. At an appropriate time, generally when Defendants notice that the relationship is deteriorating or at some other opportune time, Defendants utilize self-help to orchestrate an extra-judicial seizure of goods and demand ransom under the threat that the seized goods will be sold off without regard for value.

58. It is believed and therefore averred that Defendants have taken this fundamental business model and have applied it over and over again in an effort to obtain unjust and unlawful compensation. As set forth below, Plaintiff seeks an award of damages in an amount sufficient to stop these defendants, once and for all, from violating Plaintiff's rights and from visiting fraud upon anyone else.

COUNT I
PLAINTIFF v. DEFENDANTS EMPIRE AND MSC
BREACH OF MARITIME CONTRACT

59. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

60. By reason of the aforesaid, Defendants Empire and MSC breached their contractual obligations to Plaintiff.

61. Furthermore, the imposition of false and excessive shipping charges, both prospectively and retroactively, and the unlawful seizure of Plaintiff's cargo is a violation of the

Shipping Act of 1984, as amended, as well as rules and regulations promulgated by the Federal Maritime Commission.

62. As a direct and proximate result of Defendants' unlawful activities, Plaintiff suffered damages and losses in excess of \$75,000.

COUNT II
PLAINTIFF v. DEFENDANT EMPIRE
(BREACH OF FIDUCIARY DUTY)

63. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

64. At all times relevant hereto, an agency relationship existed between Plaintiff and Defendant Empire.

65. Pursuant to the agency relationship, Defendant Empire owed Plaintiff a duty of loyalty and a duty of the utmost good faith and fair dealing.

66. By reason of the aforesaid, Defendant Empire breached its fiduciary obligations by, inter alia, converting Plaintiff's assets which were the subject of the agency relationship.

67. The actions of the defendants are willful, wanton and outrageous and justify the award of punitive damages.

68. Defendant Hitrinov aided and abetted in the aforesaid breach and is therefore jointly and severally liable with Defendant Empire for all harm and damages occasioned by the aforesaid unlawful conduct.

COUNT III
PLAINTIFF v. ALL DEFENDANTS
(CONVERSION)

69. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

70. By reason of the aforesaid, Defendants Empire, MSC, Hitrinov and the John Doe Defendants have unlawfully and without justification converted Plaintiff's property.

71. Plaintiff has suffered damage as a result of Defendants' conduct.

72. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT IV
PLAINTIFF v. ALL DEFENDANTS
(CIVIL CONSPIRACY)

73. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

74. By reason of the aforesaid, the defendants – consisting of two or more persons – combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objections by unlawful means complained of herein to the great harm and detriment to the Plaintiff.

75. Plaintiff has suffered damage as a result of Defendants' conduct.

76. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT V
PLAINTIFF v. ALL DEFENDANTS
(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)

77. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

78. By reason of the aforesaid, Defendants have intentionally interfered with Plaintiff's relationships with actual and/or prospective customers and have interfered with Plaintiff's ability to lawfully market and sell its inventory in an orderly manner.

79. Plaintiff has suffered damage as a result of Defendants' conduct.

80. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

COUNT VI
PLAINTIFF v. DEFENDANTS HITRINOV AND EMPIRE
(ACTION TO PIERCE CORPORATE VEIL)

81. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

82. Plaintiff believes and therefore avers that Defendant Hitrinov was an active participant in a scheme to defraud the Plaintiff. As an active participant in the conduct complained of herein, the individual defendant is not entitled to the limited liability protections of the corporate form.

83. In addition, Plaintiff believes and therefore avers that Defendants have misused the corporate form and disregarded corporate formalities to a degree where the distinction between the individual and corporate defendants and the distinction between the corporate defendants inter se has been rendered meaningless, thereby rendering the entities a "sham" for purposes of this action.

COUNT VII
PLAINTIFF v. ALL DEFENDANTS
(INJUNCTIVE RELIEF)

84. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

85. Plaintiff seeks injunctive relief in the form of an order and/or decree enjoining Defendants from exercising unlawful dominion and control over Plaintiff's goods in transit and interfering with Plaintiff's relationships with its customers.

86. Defendants' conduct threatens immediate and irreparable harm to Plaintiff's business, reputation and goodwill for which no adequate remedy at law exists.

COUNT VIII
PLAINTIFF v. DEFENDANT EMPIRE
(BREACH OF NON-MARITIME CONTRACT)

87. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

88. By reason of the aforesaid, Defendant Empire has breached its contract with Plaintiff for the shipment of goods via ocean transit.

89. As a direct and proximate cause of the foregoing, Plaintiff has suffered significant losses in excess of \$75,000, the jurisdictional limit under 28 U.S.C. § 1332.

COUNT IX
PLAINTIFF v. DEFENDANTS EMPIRE AND HITRINOV
(FRAUD AND DECEIT)

90. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

91. By reason of the aforesaid, Defendants, through fraud and deceit, induced Plaintiff into shipping a significant quantity of goods for the purpose of placing Plaintiff in a hopeless position where it would succumb to Defendants' unlawful demands for fear of losing revenues associated with the wrongfully seized cargo.

92. Plaintiff relied on the false statement and representations made by Defendants in connection with its business decisions.

93. As a direct and proximate cause of the foregoing, Plaintiff has suffered significant losses in excess of \$75,000, the jurisdictional limit under 28 U.S.C. § 1332.

COUNT X
PLAINTIFF v. DEFENDANTS HITRINOV AND EMPIRE
(NJ CONSUMER FRAUD ACT)

94. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

95. By reason of the aforesaid, Defendants violated the New Jersey Consumer Fraud Act, ("NJCFA"), N.J.S.A. § 56:8-2, et seq.

96. As a direct and proximate cause of the foregoing, Plaintiff has suffered significant losses in excess of \$75,000, the jurisdictional limit under 28 U.S.C. § 1332.

COUNT XI
PLAINTIFF v. DEFENDANTS HITRINOV AND EMPIRE
(NJ RICO)

97. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

98. By reason of the aforesaid, Defendants violated the New Jersey Racketeer Influenced and Corrupt Organizations Act ("New Jersey RICO"), N.J.S.A. § 2C:41-2(c).

99. At all times relevant hereto, an enterprise existed consisting of Defendants Empire, Hitrinov, the John Doe Defendants and other un-named parties who voluntarily and/or through coercion aided and abetted Defendants in the unlawful seizure and detention of Plaintiff's cargo and in the fraud and deceit complained of herein.

100. The enterprise engaged in trade or commerce and its activities affected trade or commerce within the State of New Jersey.

101. Defendants Empire and Hitrinov were employed by, or associated with the enterprise.

102. Defendants actively participated in the conduct of the affairs of the enterprise.

103. Defendants actively participated through a pattern of racketeering activity through fraudulent practices, mail fraud, wire fraud, conversion and/or theft.

COUNT XII
PLAINTIFF v. DEFENDANT MSC
(UNJUST ENRICHMENT)

104. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

105. Defendants Hitrinov and Empire, with the knowledge and consent of Defendant MSC, orchestrated an extra-judicial seizure of Plaintiff's cargo without due process of law.

106. By reason of the extra-judicial seizure, Plaintiff's cargo is now stored in ports including, without limitation, ports owed directly and indirectly by MSC.

107. By reason of the aforesaid, storage and demurrage charges accrue with regard to Plaintiff's cargo which directly and/or indirectly benefit MSC.

108. By reason of the aforesaid, and unless equity intervenes, MSC has been and/or will be unjustly enriched to the great harm and detriment of the Plaintiff.

COUNT XIII
PLAINTIFF v. DEFENDANT MSC
(AGENCY / VICARIOUS LIABILITY)

109. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

110. At all times relevant hereto, Defendants Empire and Hitrinov acted as the actual and/or ostensible agents of MSC with regard to the matters set forth in this Complaint.

111. At all times relevant hereto, MSC had actual knowledge of Defendant Empire's business practices.

112. It is believed and therefore averred that MSC is vicariously liable for all harm caused by Defendants Empire and Hitrinov.

COUNT XIV
PLAINTIFF v. ALL DEFENDANTS
(WRONGFUL ARREST/SEIZURE)

113. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

114. Defendants, through extrajudicial means, have seized and retained Plaintiff's cargo without due process of law, as collateral for an unlawful and unjust debt.

115. By reason of the aforesaid, Plaintiff has been unable to discharge its contractual obligations to third party customers.

116. By reason of the aforesaid, Plaintiff has lost substantial revenue and profits and will lose substantially more revenue and profits in the future due to the irreparable harm caused to Plaintiff's name, goodwill and business reputation.

117. Said losses were reasonably foreseeable at the time of seizure and exceed \$1,000,000.

COUNT XV
PLAINTIFF v. ALL DEFENDANTS
(REPLEVIN)

118. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth at length herein.

119. By reason of the aforesaid, Plaintiff is entitled to a judgment of replevin as against Defendants.

RELIEF REQUESTED

120. By reason of the aforesaid, Plaintiff, Baltic Auto Shipping, Inc., seeks the following:

- (a) An award of actual damages in excess of \$75,000 as against all Defendants, jointly and severally;
- (b) An award of punitive damages as against all Defendants jointly and severally;
- (c) Mandatory attorney's fees and costs under the NJCFA and NJ RICO and any other applicable statute;
- (d) Treble damages under the NJCFA and NJ RICO and any other applicable statute;
- (e) Injunctive relief as needed to maintain the status quo and prevent Defendants from undertaking further unlawful and illegal acts;
- (f) A writ, order, decree and /or judgment of replevin; and
- (g) Such other relief as may be deemed just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable.

Respectfully submitted,

FOX ROTHSCHILD LLP

/s/Ely Goldin

Ely Goldin, Esq.
Ernest E. Badway, Esq.
Edward J. Mullins III, Esq.
75 Eisenhower Parkway, Suite 200
Roseland, New Jersey 07068-1600
(973) 992-4800
egoldin@foxrothschild.com

Attorneys for Plaintiff, Baltic Auto Shipping, Inc.

Date: November 23, 2011

Verification

I, Andrejus Presniakovas, being of full age, hereby certify that I am an officer of Baltic Auto Shipping, Inc., the plaintiff in the foregoing complaint; that the allegations contained in the Complaint are true to the best of my knowledge, information and belief; and, that said Complaint is made in truth and good faith and without collusion for the causes set forth therein. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

11.22.2011

DATE

A. Presniakovas

NAME

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Marcus A. Nussbaum, Esq. (MN 9581)
P.O. Box 7042
New York, NY 10116
201.956.7071
marcus.nussbaum@gmail.com
Attorney for Plaintiff
UAB PAMARIO DVARAS

<p>UAB PAMARIO DVARAS,</p> <p><i>Plaintiff,</i></p> <p>— vs. —</p> <p>ATLANTIC GLOBAL, LLC., JEFF LELCHUK, ALEX FELDMAN, ANASTASIA MADISON, MILL WRIGHT LLC, GLOBAL ATLANTIC LOGISTICS LLC, LIMCO LOGISTICS, INC., and EMPIRE UNITED LINES CO., INC.,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION NO. _____</p> <p>COMPLAINT</p> <p>JURY TRIAL DEMANDED</p>
---	---

Plaintiff UAB PAMARIO DVARAS, ("UAB") by its undersigned attorney, by and for its complaint against the defendants Atlantic Global, LLC., Jeff Lelchuk, Alex Feldman, Anastasia Madison, Mill Wright LLC, Global Atlantic Logistics LLC, Limco Logistics, Inc. and Empire United Lines Co., Inc., states as follows:

NATURE OF ACTION

1. This is an action in law for breach of maritime contract, unjust enrichment, quantum meruit, account stated, and fraud under state law, and for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C.A. §§ 1961 et seq.

2. As set forth in detail below, UAB is cargo forwarding company located at

Klaipeda seaport in Klaipeda, Lithuania. UAB operates a company which provides shipping, cargo forwarding, and other related services, and engages in the specific business of forwarding containerized automobiles received from the United States to various destinations across Europe. Defendants, Atlantic Global, LLC ("ATL"), Jeff Lechuk, Alex Feldman, Anastasia Madison, and Global Atlantic Logistics LLC ("GAL") are direct customers of UAB, and contracted with UAB to use its cargo forwarding services to forward automobiles originally shipped from the United States to various locations across Europe upon the vehicles' arrival at the port in Klaipeda.

3. As further set forth in detail below, ATL and GAL arranged for the transport of the containerized automobiles to Klaipeda through Limco Logistics, Inc. and Empire United Lines Co., Inc.

4. UAB has been forced to bring the instant lawsuit in order to collect on amounts due and owing to UAB by the defendants, as a result of defendants' failure to pay for services rendered with regard to the forgoing. UAB has further been forced to bring the instant lawsuit in order to recoup for damages which it suffered as a result of the defendants' negligent and fraudulent activities, which include operating without the legally required licenses, and for failure to file paperwork in accordance with U.S. Customs law, as further set forth in detail below.

THE PARTIES

5. Plaintiff UAB Pamario Dvaras is a Lithuanian corporation with its primary place of business at Baltijos Prospektas 117-111, Klaipeda, Lithuania.

6. Defendant Atlantic Global, LLC is a New Jersey limited liability corporation with its primary place of business at 1250 Newark Turnpike, Kearny, New Jersey 07032.

7. Defendant Jeff Lechuk is a resident of the state of New Jersey with a last known

address of 1250 Newark Turnpike, Kearny, New Jersey 07032.

8. Defendant Alex Feldman is a resident of the state of New Jersey with a last known address of 1250 Newark Turnpike, Kearny, New Jersey 07032.

9. Defendant Anastasia Madison is a resident of the state of New Jersey with a last known address of 1250 Newark Turnpike, Kearny, New Jersey 07032.

10. Upon information and belief, defendant Mill Wright LLC ("MWL") is a New Jersey limited liability corporation with its primary place of business at 720 W. Edgar Road, Linden, New Jersey 07036.

11. Defendant Global Atlantic Logistics LLC is a Florida limited liability corporation with its primary place of business at 1901 S.W. 31st Ave., Pembroke Pines, Florida 33009.

12. Upon information and belief, Limco Logistics, Inc. ("Limco") is a Florida corporation, with its primary place of business at 12550 Biscayne Boulevard, Ste. 608, Miami, Florida 33181.

13. Empire United Lines Co., Inc. ("Empire") is a New York Corporation with its primary place of business at 2303 Coney Island Avenue, Brooklyn, New York, 11223-3337.

14. Jeff Lechuk is the president and/or Chief Operating Officer of ATL.

15. Jeff Lechuk is the president and/or Chief Operating Officer of GAL.

16. At all relevant times hereinafter mentioned, ATL and GAL were affiliated with each other.

17. At all relevant times hereinafter mentioned, ATL and GAL were united in interest such that they are one and the same.

18. At all relevant times hereinafter mentioned, ATL and GAL were the alter/egos of each other.

19. At all times hereinafter mentioned, MWL is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or a non-vessel operating common carrier ("NVOCC") under license number 020785.

20. At all times hereinafter mentioned, Limco is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or an NVOCC under license number 019196.

21. At all times hereinafter mentioned, Empire is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or an NVOCC under license number 012052.

22. At all times hereinafter mentioned, ATL and GAL had used the services of Limco and Empire to arrange for and to purchase space aboard various ocean going vessels for the port to port transport of containerized automobiles, as further set forth below.

23. At all times hereinafter mentioned, the specific ocean going vessel and ports of destination for the containerized automobiles shipped from the United States by ATL and GAL, were chosen and designated solely by ATL and GAL.

JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction over the claims in this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. §§ 1331 and 1333 as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act ("COGSA"), and 46 U.S.C.S. § 30701.

25. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C.S. § 1367 as such claims are also related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

26. This Court has personal jurisdiction over the all of the defendants because they reside in or transact business in this District.

27. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, in this District.

FACTS COMMON TO ALL PARTIES

28. UAB is a cargo forwarding company located at Klaipeda seaport in Klaipeda, Lithuania. UAB assists its customers, which are mainly shipping companies, by receiving and storing containerized automobiles (alternatively referred to as "cargo containers") received from the United States that arrive in Klaipeda via ocean going vessels. UAB then forwards the cargo containers via truck or railroad to locations all over Europe at the direction and request of its customers.

29. Upon information and belief, Empire and Limco are shipping and freight forwarding companies that dispatch shipments from the United States via common carriers and book or otherwise arrange space for those shipments on behalf of shippers, or other NVOCC's.

30. ATL and GAL purport to be logistics services companies, and claim to provide services including, but not limited to ocean and air freight, ground transportation, auto shipping, customs brokerage, customs clearance, warehousing, tracking and tracing, and containerization, as set forth in their website, www.atlglobal.us. Upon information and belief, ATL and GAL prepare and file all export information through the Automated Export System (alternatively referred to as "AES"), which is the electronic means for filing export information and ocean manifest information directly to U.S. Customs.

31. ATL and GAL maintain an office/warehouse facility at 1250 Newark Turnpike, Kearny, New Jersey 07032, and additional facilities at 1901 S.W. 31st Ave., Pembroke Pines,

Florida 33009.

32. Upon information and belief, Jeff Lechuk is the sole owner and President of ATL and GAL.

33. The operation and supervision of ATL's and GAL's day-to-day activities are conducted by Mr. Lechuk, and by Alex Feldman and Anastasia Madison who also represent themselves to be officers and/or managers of both companies.

34. Upon information and belief, neither ATL nor GAL are licensed by the Federal Maritime Commission ("FMC"). According to records maintained by the Commission's Bureau of Certification and Licensing (BCL), ATL filed an application for a license as an ocean transportation intermediary (OTI) on or about March 16, 2011, but a search of the BCL's website failed to reveal an application on behalf of GAL.

35. Upon information and belief, ATL and GAL have held themselves out to the public to provide and have provided services as an ocean freight forwarder since at least 2008 and continue to do so.

36. As set forth below, ATL and GAL book shipments with licensed NVOCC's such as Limco, Empire, and others for transportation by water from U.S. origins to foreign destinations on behalf of their customers, and, upon information and belief, prepare and process documents in connection with those shipments, represents themselves on shipment documents as the forwarding agent, clear shipments with Customs for export, arrange for inland transportation of shipments to port, and assume responsibility for payment of ocean freight charges to the NVOCCs.

37. Section 19(a) of the Shipping Act, 46 U.S.C. §40901(a), provides that any person in the United States acting as an Ocean Transport Intermediary ("OTI") must hold a license

issued by the FMC. Section 19(b), 46 U.S.C. §40902(a), prohibits any person from acting as an OTI unless it furnishes to the FMC evidence of financial responsibility in a form and amount prescribed by the FMC. An OTI means an ocean freight forwarder or a nonvessel-operating common carrier. 46 U.S.C. §40102(19).

38. An ocean freight forwarder means a person in the United States who dispatches shipments from the United States via a common carrier and books shipments on behalf of shippers and processes the documentation or performs other activities incident to those shipments. 46 U.S.C. §40102(18).

39. The FMC's regulations implementing these provisions describe ocean freight forwarder services to include dispatching shipments on behalf of others from the United States via common carrier, ordering cargo to port, preparing and/or processing export declarations, booking, arranging for or confirming cargo space, preparing or processing delivery orders or dock receipts, clearing shipments in accordance with U.S. export regulations, handling freight or other monies advanced by shippers, or coordinating the movement of shipments from origin to vessel. 46 C.F.R. §515.2(i) and (o)(1).

40. Upon information and belief, ATL and GAL, through the control and actions of Jeff Lechuk, Alex Feldman and Anastasia Madison, hold out to and do provide the services described in the FMC's regulations for which a license is required.

41. ATL and GAL are not licensed to act as an OTI, nor have they furnished evidence of financial responsibility to the FMC. Thus, ATL and GAL, Jeff Lechuk, Alex Feldman and Anastasia Madison have violated Section 19 of the Shipping Act, 46 U.S.C. §40901, 40902, and the FMC's regulations at 46 C.F.R. Part 515, by acting as an ocean freight forwarder without a license or evidence of financial responsibility.

42. Pursuant to U.S. customs export regulations, all export shipments must be declared to the U.S. Census Bureau by filing all export information through the Automated Export System.

43. Pursuant to U.S. customs export regulations, any individual or entity which files export information through AES is required to provide, as part of the filing process: (1) information which identifies the principal party of interest (the person in the U.S. who receives the primary benefit, monetary or otherwise, of the foreign transaction, known as the "USPPI"); (2) the consignee information (the shipment recipient); (3) a declaration of the value of the goods being shipped; and (4) the ultimate destination of the goods being shipped.

44. Pursuant to U.S. customs export regulations, only a forwarding agent may represent a USPPI in an export transaction, and must obtain a power of attorney or other written authorization in order to act on its behalf.

45. Beginning in 2009 through June of 2011, plaintiff received, stored, and forwarded numerous cargo containers shipped from the USA to Klaipeda, Lithuania, to be forwarded to various locations across Europe, at the direction and request of Jeff Lechuk, Alex Feldman and Anastasia Madison, and on behalf of ATL and GAL.

46. In violation of U.S. Customs export regulations and all applicable federal and state law, ATL and GAL fraudulently represented themselves to be the USPPI's for the aforementioned automobiles shipped from the United States to Klaipeda.

47. Beginning in 2009 through June of 2011, plaintiff received, stored, and forwarded numerous cargo containers shipped from the USA to Klaipeda, Lithuania, to be forwarded to various locations across Europe, at the direction and request of ATL.

48. Beginning in 2009 through June of 2011, plaintiff received, stored, and forwarded

numerous cargo containers shipped from the USA to Klaipeda, Lithuania, to be forwarded to various locations across Europe, at the direction and request of GAL.

49. Upon arrival of the 40 cargo containers at the port in Klaipeda, ATL and GAL forwarded to plaintiff, via delivery by the United Postal Service or DHL Express, an original vehicle title and invoice, along with consignee information, and further instructions regarding delivery of the cargo containers to their ultimate destinations. Copies of the bills of lading for the cargo containers are annexed hereto as Exhibit "A".

50. The value of the cargo containers shipped to Klaipeda by the defendants for which the defendants have not yet paid the plaintiff for its services is in excess of \$2,700,000.00.

51. At all times hereinafter mentioned, MWL was aware, and/or should have been aware of the fact that ATL and GAL had operated without the appropriate licenses as set forth above. MWL's neglect of this fact resulted in the issuance of bills of lading which contain incorrect information, copies of which are annexed hereto as Exhibit "B".

52. At all times hereinafter mentioned, MWL had a duty to investigate whether ATL and GAL were authorized to engage the services of MWL in the manner set forth above.

53. Upon information and belief, ATL and GAL for all relevant times, fail and have failed to operate in accord with corporate formalities, have operated as an alter ego of Jeff Lelchuk, Alex Feldman, and Anastasia Madison and vice-versa, and have been treated as a personal extension of Jeff Lelchuk, Alex Feldman, and Anastasia Madison and vice-versa.

54. Jeff Lelchuk, Alex Feldman, and Anastasia Madison exercised complete domination and control over ATL and GAL and used such control to commit the acts set forth in the following causes of action.

55. Jeff Lelchuk, Alex Feldman, and Anastasia Madison have operated the business

of ATL and GAL without the proper licenses and have perpetrated the fraud and other acts set forth below with the intent to hide behind the corporate structure of ATL and GAL, which, upon information and belief, are inadequately capitalized in the event that a judgment is rendered against ATL and GAL.

56. The forgoing defendants' actions warrant that this Court disregard the corporate structure and hold them personally liable for their wrongdoings for each and every cause of action set forth below.

**AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract: ATL and GAL)**

57. Plaintiff hereby incorporates by reference the allegations set forth above.

58. During the time period beginning in 2009 through June of 2011, plaintiff entered into a series of agreements with ATL and GAL (the "Agreements").

59. Under the Agreements, plaintiff agreed to receive, store, and forward numerous cargo containers shipped from the USA to Klaipeda on behalf of ATL and GAL.

60. Plaintiff, in performance of the Agreements, received, stored, and forwarded all of the cargo containers shipped to Klaipeda by ATL and GAL in accordance with the terms of the Agreements.

61. ATL and GAL have materially breached the Agreements by failing and refusing to pay plaintiff the sum of \$58,004.55 for the unpaid freight and other charges as itemized in Exhibit "C".

62. There is now due and owing to plaintiff under the Agreements a total of \$58,004.55, no part of which has been paid although payment has been duly demanded.

63. By reason of the foregoing, plaintiff has been damaged in the amount of \$58,004.55 together with late fees, all interest, attorneys' fees, costs and disbursements incurred

in connection with this action.

**AS AND FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment: ATL, GAL, Limco, and Empire)**

64. Plaintiff hereby incorporates by reference the allegations set forth above.

65. As set forth above, plaintiff duly performed its cargo forwarding and other services, and forwarded containerized automobiles to various locations across Europe for the benefit of ATL, GAL, Limco, and Empire.

66. The fair and reasonable value of the cargo forwarding and other services performed by plaintiff which has not been paid is \$58,004.55.

67. ATL, GAL, Limco, and Empire have been unjustly enriched by virtue of their failure to pay consideration for the benefits provided by the plaintiff.

68. By reason of the foregoing the plaintiff has been damaged in the amount of \$58,004.55 together with late fees and all interest, attorneys' fees, costs and disbursements incurred in connection with this action.

**AS AND FOR A THIRD CAUSE OF ACTION
(Quantum Meruit: ATL, GAL, Limco, and Empire)**

69. Plaintiff hereby incorporates by reference the allegations set forth above.

70. The plaintiff performed cargo forwarding and other services for ATL, GAL, Limco, and Empire at the request of ATL, GAL, Limco, and Empire.

71. Plaintiff's services were accepted by ATL, GAL, Limco, and Empire.

72. The fair and reasonable value of such services performed is \$58,004.55.

73. To date, plaintiff has not received payment on the outstanding balance of \$58,004.55.

74. Demand for payment of the \$58,004.55 has been made by plaintiff, no part of

which has been paid.

75. By reason of the foregoing, plaintiff is due the sum of \$58,004.55, from ATL, GAL, Limco, and Empire together with all late fees, interest, attorneys' fees, costs and disbursements incurred in connection with this action.

AS AND FOR A FOURTH CAUSE OF ACTION
(Account Stated: ATL and GAL)

76. Plaintiff hereby incorporates by reference the allegations set forth above.

77. Plaintiff rendered to ATL and GAL a full and true account of the cargo forwarding and other services performed by the plaintiffs or on their behalf for ATL and GAL in the sum of \$58,004.55.

78. The aforesaid account totaling \$58,004.55 was delivered to, accepted and retained by ATL and GAL, but no part of which has been paid, leaving a balance due and owing of \$58,004.55 by ATL and GAL to plaintiff.

79. By reason of the foregoing, an account was stated between plaintiff and ATL, and GAL of a balance due and owing of \$58,004.55, plus interest.

AS AND FOR A FIFTH CAUSE OF ACTION
(Common Law Fraud: ATL, GAL, Jeff Lechuk, Alex Feldman, and Anastasia Madison)

80. Plaintiff hereby incorporates by reference the allegations set forth above.

81. As set forth above, the plaintiff entered into a series of agreements (the "Agreements") with the defendants whereby plaintiff agreed to receive store, and forward numerous vehicles shipped from the USA through Klaipeda on behalf of ATL and GAL.

82. Pursuant to the Agreements, plaintiff duly performed the cargo forwarding and other related services and received, stored, and forwarded all of the vehicles shipped to Klaipeda by ATL and GAL in accordance with the terms of the Agreements.

83. The defendants, during the course of negotiations concerning the Agreements and during their execution and performance, failed to disclose that ATL and GAL were operating without an OTI license.

84. The defendants, during the course of negotiations concerning the Agreements and during their execution and performance, misrepresented themselves to be the sellers and/or owners and/or USPPI's of certain vehicles shipped to Klaipeda by the defendants.

85. The defendants, during the course of negotiations concerning the Agreements and during their execution and performance, failed to adhere to numerous document filing requirements under both U.S. and International law pertaining to the shipment of automobiles. This failure included making misrepresentations regarding the ownership and chain of custody of the containerized automobiles.

86. Defendants failure to adhere to the law and to file the appropriate or accurate documentation for its vehicles ultimately resulted in the failure by defendants to identify the owner of a vehicle which had been shipped to Klaipeda by the defendants, which is, to wit: a 2009 Ford F-150, Vehicle Identification Number 1FTPX14VX9FA04637 (the "F150"). Copies of the documentation for the F150 are annexed hereto as Exhibit "D".

87. Defendants, with the intent to deceive and defraud plaintiff, signed and gave to the plaintiff various shipping documents as set forth above, in order to induce plaintiff to receive and store said vehicle at plaintiff's own expense, with the assurance that plaintiff would be compensated for same.

88. Defendants have a legal obligation to provide plaintiff with documentation which would allow plaintiff to release or dispose of said vehicle, which to date defendants have failed and/or refused to do.

89. Defendants have further attempted to convince plaintiff to accept said vehicle as consideration for the amounts duly owed to plaintiff as set forth above.

90. Due to the defendants' acts as set forth above, plaintiff has been forced to store said vehicle at its own expense.

91. As a result of defendants foregoing activities, plaintiff was caused to incur additional legal expenses as a result of having to defend itself against an investigation filed with the Lithuanian authorities by the purported owner of said vehicle.

92. Accordingly, the sum of at least \$21,000.00 together with applicable punitive and treble damages in an amount to be determined by the court, with all interest, attorneys' fees, costs and disbursements incurred in connection with this action, is due to plaintiff from the defendants.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Negligence)**

93. Plaintiff hereby incorporates by reference the allegations set forth above.

94. Defendants had a duty to plaintiff to exercise reasonable care in the filing of all export information pursuant to U.S. Customs export regulations.

95. Defendants Limco, Empire, and MWL had a duty to plaintiff to ensure that ATL and GAL were properly licensed and that they were operating within the bounds of all applicable State and Federal law.

96. Defendants breached the standard of care and were negligent in failing to file accurate export information which resulted in defendants' failure to identify the owner of the F150 as set forth above.

97. Defendants Limco, Empire, and MWL breached the standard of care and were negligent in failing to ensure that ATL and GAL were properly licensed, which resulted in

defendants' failure to identify the owner of the F150 as set forth above.

98. Defendants Jeff Lechuk, Alex Feldman, and Anastasia Madison personally participated in the wrongful and negligent conduct of ATL and GAL as officers, members, and representatives of ATL and GAL, and are thereby personally liable to plaintiff.

99. Based upon the actions of Defendants, Plaintiff is allowed to pierce the corporate veil and hold Defendants personally liable for the wrongful acts of ATL and GAL under this cause of action.

100. As a result of the conduct of Defendants that was negligent, plaintiff has been damaged and suffered compensatory damages, economic loss, lack of use storage space, direct damages, all in an amount to be proven at the time of trial and not less than \$21,000, together with all interest, attorneys' fees, costs and disbursements incurred in connection with this action.

**AS AND FOR A SEVENTH CAUSE OF ACTION
(Gross Negligence)**

101. Plaintiff hereby incorporates by reference the allegations set forth above.

102. Defendants ATL and GAL had a duty to plaintiff to exercise reasonable care in the filing of all export information pursuant to U.S. Customs export regulations.

103. Defendants ATL and GAL breached the standard of care and were negligent in failing to file accurate export information which resulted in defendants' failure to identify the owner of the F150 as set forth above.

104. Defendants Jeff Lechuk, Alex Feldman, and Anastasia Madison personally participated in the wrongful and negligent conduct of ATL and GAL as officers, members, and representatives of ATL and GAL, and are thereby personally liable to plaintiff.

105. Based upon the actions of Defendants, Plaintiff is allowed to pierce the corporate veil and hold Defendants personally liable for the wrongful acts of ATL and GAL under this

cause of action.

106. As a result of the conduct of Defendants that was negligent, plaintiff has been damaged and suffered compensatory damages, economic loss, lack of use storage space, direct damages, all in an amount to be proven at the time of trial and not less than \$21,000.

107. Upon information and belief, Defendants willfully and maliciously engaged in gross negligence, and in turn plaintiff is entitled to punitive damages in an amount not less than \$100,000.

AS AND FOR AN EIGHTH CAUSE OF ACTION

**Violation of the Racketeer Influenced and Corrupt Organizations Act [18 U.S.C.A. §§ 1961 et seq.]:
ATL, GAL, MWL, Jeff Lechuk, Alex Feldman, and Anastasia Madison**

106. Plaintiff hereby incorporates by reference the allegations set forth above.

107. ATL, GAL, and MWL are enterprises engaged in, and the activities of which, affect interstate and international commerce, to wit: corporations incorporated under the laws of the States of New Jersey and Florida which conduct business pertaining to the worldwide sales, distribution, and/or service of automobiles.

108. Jeff Lechuk, Alex Feldman, and Anastasia Madison, are persons within the meaning of 18 U.S.C.A. § 1961(3) and as persons employed by and/or associated with ATL and GAL, conducted and participated, directly and indirectly, in the conduct of the affairs of ATL and GAL through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

109. The predicate acts which constitute this pattern of racketeering activity are set forth above in the foregoing causes of action, and are, to wit: a pattern of defrauding various business owners (including, but not limited to the plaintiff) by providing the aforementioned services with false representations regarding their legal right to operate a business under Federal law.

110. As set forth above, said defendants had also fraudulently induced the plaintiff to store the unidentified Ford F-150 at their direction and request.

111. Upon information and belief, defendants have engaged in an ongoing scheme in which they have continued to hold themselves out as duly licensed to conduct their business, as set forth above.

112. These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1961(5).

113. Plaintiff has been injured in their business by reason of this violation of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of defendants' complained of acts, plaintiffs have suffered pecuniary damages of at least \$79,004.55.

114. By reason of the Defendants' violation of 18 U.S.C.A. § 1962, plaintiffs are entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained or \$237,013.65, with interest thereof, and reasonable attorney's fees in connection herewith.

WHEREFORE, Plaintiff prays for an order of the Court:

- A. Awarding plaintiff a money judgment against defendants on its first count in the amount of \$58,004.55 together with late fees, all interest, attorneys' fees, costs and disbursements incurred in connection with this action;
- B. awarding plaintiff a money judgment against defendants on its second count in the amount of \$58,004.55 together with late fees, all interest, attorneys' fees, costs and disbursements incurred in connection with this action;
- C. awarding plaintiff a money judgment against defendants on its third count in the amount of \$58,004.55 together with late fees, all interest, attorneys' fees, costs and disbursements incurred in connection with this action;
- D. awarding plaintiff a money judgment against defendants on its fourth count in the amount of \$58,004.55 together with late fees, all interest, attorneys' fees, costs and disbursements incurred in connection with this action;

- E. awarding plaintiff a money judgment against defendants on its fifth count in the amount of at least \$21,000.00 together with applicable punitive and treble damages in an amount to be determined by the court, with all interest, attorneys' fees, costs and disbursements incurred in connection with this action;
- F. awarding plaintiff a money judgment against defendants on its sixth count in an amount not less than \$21,000, together with all interest, attorneys' fees, costs and disbursements incurred in connection with this action;
- G. awarding plaintiff a money judgment against defendants on its seventh count in an amount not less than \$100,000;
- H. awarding plaintiff a money judgment against defendants on its eighth count in the amount of \$237,013.65, with interest, and reasonable attorney's fees;
- I. Awarding plaintiff its disbursements incurred herein; and
- J. Awarding plaintiff such other and further relief as the Court may deem just and proper.

/s/ Marcus A. Nussbaum
Marcus A. Nussbaum (MN-9581)


P.O. Box 7042
New York, NY 10116
marcus.nussbaum@gmail.com
Attorney for Plaintiff
UAB PAMARIO DVARAS

Dated: March 14, 2012


EXHIBIT “H”

EXHIBIT “H-1”

HOME PAGE	ABOUT US	BACK ISSUES	COLUMNS	DARKROOM	ALMANAC	ENTERTAINMENT LAW	APPELLATE OPINIONS	MASTHEAD
---------------------------	--------------------------	-----------------------------	-------------------------	--------------------------	-------------------------	-----------------------------------	------------------------------------	--------------------------



Courthouse News Service



Wednesday, August 06, 2008 Last Update: 7:12:52 AM

Exporter Accuses Shipper of Racketeering

PHILADELPHIA (CN) - A shipping company is holding an exporter's shipment of used cars hostage in Finland as part of a conspiracy to strong-arm the exporter into liquidating its inventory, a racketeering lawsuit claims in Federal Court.

Motostrada says it struck a deal with Michael Hitrinov and his companies, Empire United Lines and Corporate Capital Management, who extended the plaintiff credit to buy and ship hundreds of used cars from the United States to Russia and other former Soviet republics.

In 2007 Empire shipped more than 100 cars from a port in New Jersey to Kotka, Finland, where they were to be stored by a purportedly independent company called CarCont.

But Motostrada claims the defendants owned or controlled CarCont, and tried to conceal their conversion of the plaintiff's property by claiming CarCont had denied access to the cars due to unpaid storage charges.

The defendants claimed that unless Motostrada paid CarCont 120,000 euros, the storage owner would sell its cars at a public auction, the lawsuit claims.

"Using the inflated CarCont storage charges as a pretext, Defendant Hitrinov then offered to acquire Plaintiff's inventory for the combined sum of \$20,000," the suit claims.

Motostrada accuses the defendants of conspiring to strip the exporter of its inventory. It is represented by Fox Rothschild LLP.

[Home](#) | [Back to Top](#)

> [Courthouse News Service](#) | [Search](#) | [RSS](#) | [Contact Us](#)

EXHIBIT “I”

**U.S. CUSTOMS AND BORDER PROTECTION
FIELD OPERATIONS, NEW YORK
NEW YORK/NEWARK AREA**

INS-I:AD:N:SOD PP

INFORMATIONAL PIPELINE NO. 08-012-NWK

TO: All Exporters, Freight Forwarders, Carriers, Terminal Operators
and Others Concerned

SUBJECT: Revised Procedures for Exporting Used Vehicles

DATE: JUN 30 2008

REFERENCE

New York/Newark Area Informational Pipeline No. 99-90
(New Requirements and Procedures for Exporting Used Vehicles -dated 06/01/1999)
New York/Newark Area Informational Pipeline No. 05-05
(New Requirements and Procedures for Exporting Used Vehicles -dated 04/20/2005)

Purpose:

To provide information concerning revised local operational procedures and policies relating to the exportation of used vehicles.

Background

On May 6, 1999, revised Customs Regulations governing the export of used vehicles went into effect. On June 1, 1999, U.S. Customs issued the above referenced Informational Pipeline that delineated requirements and operating procedures for exporting used vehicles. In response to the primary national security mission of Customs and Border Protection (CBP), the New York/Newark Area realigned legacy Customs inspection teams and priorities. These changes mandated the revision of current export vehicle operating procedures and policies in the seaport area.

With the recent volume increase of vehicle exports, CBP has revised several procedures presented in Informational Pipeline No. 05-05.

Action

The following changes to the New York/Newark Area procedures relating to the exportation of used vehicles are effective immediately:

- All required documentation must be presented to CBP at least 72 hours prior to export, not including weekends and Federal holidays.

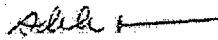
REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

- Required documentation consists of the original certificate of title, a duplicate of the certificate of title (front and back) and a dock receipt, bill of lading or Intent to Export form, which must contain identifying vehicle information and endorsement by the export carrier which indicates the carrier's receipt and possession of the vehicle.
- Dock Receipts must not be altered in any way. Original Pier/Date stamps, VIN Numbers and Shipper/Consignee information must be legible and complete.
- All Terminals must stamp the Dock Receipt with a stamp which includes date and terminal location. Only one stamp format is to be utilized by each exporting carrier terminal location. CBP is in the process of acquiring copies of stamp formats from each export carrier terminal. Before a carrier changes its stamp format, an example must be submitted to the CBP export vehicle desk at 1210 Corbin Street, Port Elizabeth.
- The vehicle must be delivered to the exporting carrier prior to presentation of documents to CBP.
- The vehicle must be "held on dock" for a minimum of 72 hours after the carrier terminal accepts the vehicle, and export documents are presented to CBP. This timeframe does not include weekends or Federal holidays. The only exception to this timeline is when CBP processes and returns export documentation prior to the 72 hours.
- Documents will be processed on a first-in, first-out basis.
- CBP will no longer provide a stamped "release" for export vehicles, nor will CBP require vehicles to be "held on dock" awaiting such a release, past the 72 hour requirement. With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP Vehicle Export Desk at 1210 Corbin Street, Port Elizabeth.
- Under the provisions of 19USC1436, the vessel master is responsible for presenting a true manifest, and may be penalized if the subject vehicles are not detailed or otherwise accurately described on export manifest.
- When CBP designates vehicles for VACIS and/or physical inspection, CBP will utilize a standard, hardcopy "CBP Export Notification Document," issued to the export carrier, according to established local procedures.
- All containers scanned at a fixed base VACIS site, and subsequently designated for an enforcement examination, must be examined at the exam facility on that site.
- If for any reason the title or related paperwork is rejected by CBP, it is the shipper/forwarder's responsibility to notify the carrier to defer vehicle export until approved by CBP.

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

Documentation presented for export of a used vehicle will be processed Monday through Friday from 8 am to 3:45 pm at the Vehicle Export Desk located on the 3rd floor of 1210 Corbin Street, Elizabeth, New Jersey.

Additional information is available on the CBP Website at www.CBP.gov. Vehicle exports are detailed on the website in the Trade section's "Basic Importing and Exporting" category, under Export Documents, Licenses and Requirements (http://www.cbp.gov/xp/cgov/trade/basic_trade/export_docs/). You may also contact the Assistant Area Director, Seaport Operations at (201) 443-0200.

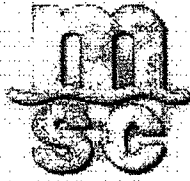


Adele Fasano
Area Director
New York / Newark

Dist: CMC-3, CMC-16

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

EXHIBIT “J”



New Custom procedure on Export Manifest and Automated Export System

August 5, 2008

Dear MSC Clients,

Since July 2, 2008 the U.S. Census Bureau & Custom Border Protection requires mandatory filing of export information prior to vessel departure through the Automated Export System (AES) for all shipments.

Although the new regulation is in force since July 2, 2008, Census is providing the trade an additional 90 days to implement these new requirements.

The regulations call for the export information to be filed in AES according to specific timeframes.

The shipper or authorized agent will be required to provide to the exporting carrier AES ITN or exemption legend at least twenty-four hours (24H) prior to exporting ships arrival at scheduled port where the cargo is loaded

In order to have sufficient time to safely prepare the stow plan of the ship, MSC decided to Institute a Cutoff for receiving AES ITN or exemptions.

~~This cutoff is 2:00 PM local time of the day of cargo cut-off.~~
If a master B/L or an e-mail containing this information is not received by such deadline MSC will be forced not to load the container and to roll it to the following ship.

~~All charges inclusive of roll over, re-handle, storage at terminal and detention applicable as per MSC or local terminal tariff will be applied to the B/L.~~

MSC will be subject to fines if it loads cargo without proof of a filing citation, exemption or exclusion, or if it accepts a paper Shipper's Export Declaration.

MSC will start implementing in phases its No Docs / AES no Load. MSC will commence with the port of New York. Please ensure that for all your cargo loading out of NEW YORK effective August 11th you submit your master B/L or your AES to MSC in due time.

You can send you master / AES:

Via e-mail to: newyorkdocs@msc.us (please ensure MSC booking # is mentioned in the subject of your e-mail)

Via fax at: 1-908-605-2504

Via INTTRA at www.inttra.com

Thank you for your compliance with Custom and Border Protection legislation.

Best Regards,
Mediterranean Shipping Company USA Inc.

EXHIBIT “K”

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1025572 EXPORT REFERENCE OUR REF#102679
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20120807004729
OCEAN/VESSEL MSC Washington 1231R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# MSCU7880692 SEAL #1590389	1 X 40'HC	S.T.C.2 CARS 2011 LEXUS LX 570 VIN#JTJHY7AX4B4060677 2008 TOYOTA TUNDRA VIN#5TBBV58158S492658 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATE TIME..... UNLOADED-- DATE TIME..... CHECKED BY: IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY: RECEIVING CLERK DATE:
---	---

MSC TRACKING & TRACING v.10.5	
Search by: Booking Number <input type="text" value="038EUL1025572"/>	<input type="button" value="SEARCH"/> <input type="button" value="FAQ"/> <input type="button" value="HELP"/>
<p>MSC Tracking system results are for reference only, see Disclaimer. The latest movement of the container may not be up-to-date. Please contact your local agent for the latest information. Thank you.</p> <p>© 2013 MSC Mediterranean Shipping Company S.A., Geneva, Switzerland.</p>	

Booking Number: 038EUL1025572 (1 Bill of Lading found)

Bill of Lading: MSCUAR154582 (1 container)					
Bill of Lading Details		Route	Transshipment		
Schedule	09/08/2012	Port of Load	NEW YORK, US		1 BREMERHAVEN, DE
Vessel	MSC WASHINGTON (1231R)	Port of Discharge	KOTKA, FI		
B/L issued by MSC NEW YORK					
MSCU7880692					
Container Details	Location	Description	Date	Vessel	Voyage
Container	MSCU7880692	KOTKA, ES, FI	Empty in Container Yard	28/08/2012	
Type	40' HIGH CUBE	KOTKA, ES, FI	Gate Out Full	28/08/2012	
Shipped To	KOTKA, FI	KOTKA, ES, FI	Discharged	27/08/2012	FESCO VORONEZH 1234A
Final POD	KOTKA, FI	BREMERHAVEN, HB, DE	Loaded	23/08/2012	FESCO VORONEZH 1234A
		BREMERHAVEN, HB, DE	Transshipment Discharge	20/08/2012	MSC WASHINGTON 1231R
		NEW YORK, NY, US	Loaded	09/08/2012	MSC WASHINGTON 1231R
		NEW YORK, NY, US	Gate In Full	07/08/2012	
		NEW YORK, NY, US	Empty to Shipper	02/08/2012	
Tracking results provided by MSC on 20.04.2013 at 22:40 CET					

Final Port Of Discharge

Print container **TRLU5762222** details

Print container **TGHU8770134** details

Final Port Of Discharge

Print container **TRIU9057653** details

Print container **INKU2255403** details

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1029802 EXPORT REFERENCE OUR REF#103393
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL MSC FLORIDA 1240R FOR TRANSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8770134 SEAL #7875270	1 X 40'HC	S.T.C.3 CARS 2009 TOYOTA PRIUS VIN#JTDKB20U693488352 2010 VOLKSWAGEN CC VIN#WVWNL7AN5AE527150 2009 MERCURY MARINER VIN#4M2CU87729KJ12992 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED-- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDERSIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

MSC TRACKING & TRACING v.10.5Search by:

MSC Tracking system results are for reference only, see [Disclaimer](#). The latest movement of the container **may not be up-to-date**.
Please [contact your local agent](#) for the latest information. Thank you.

© 2013 MSC Mediterranean Shipping Company S.A., Geneva, Switzerland.

Booking Number: 038EUL1029802 (1 Bill of Lading found)**Bill of Lading: MSCUAR267111 (1 container)**

Bill of Lading Details		Route	Transshipment
Schedule	11/10/2012	Port of Load NEW YORK, US	1 BREMERHAVEN, DE
Vessel	MSC FLORIDA (1240R)	Port of Discharge KOTKA, FI	

B/L issued by MSC NEW YORK

TGHU8770134

Container Details	Location	Description	Date	Vessel	Voyage
Container	TGHU8770134	KOTKA, ES, FI	Empty in Container Yard	31/10/2012	
Type	40' HIGH CUBE	KOTKA, ES, FI	Gate Out Full	31/10/2012	
Shipped To	KOTKA, FI	KOTKA, ES, FI	Discharged	30/10/2012	MSC MALIN 1243A
Final POD	KOTKA, FI	BREMERHAVEN, HB, DE	Loaded	26/10/2012	MSC MALIN 1243A
		BREMERHAVEN, HB, DE	Discharged	22/10/2012	MSC FLORIDA 1240R
		NEW YORK, NY, US	Loaded	11/10/2012	MSC FLORIDA 1240R
		NEW YORK, NY, US	Gate In Full	09/10/2012	
		NEW YORK, NY, US	Empty to Shipper	01/10/2012	

Tracking results provided by MSC on 20.04.2013 at 22:32 CET

Final Port Of DischargePrint container **TRLU5762222** detailsPrint container **TGHU8770134** details

ATTACHMENT 2

**WAIVER OF ATTORNEY-CLIENT PRIVILEGE
AND WRITTEN CONSENT TO DISCLOSURE**

I, Sergey Kapustin, am the president and sole owner of Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc., and SK Imports, Inc. At all times, including the present, I have had full authority to speak on behalf of, and to make decisions with respect to, all of these companies.

I had previously retained the services of Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and Igor A. Voloshen, Esq., as attorneys for Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. and SK Imports, Inc.

The attorney client relationship between Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. and SK Imports, Inc. and Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and Igor A. Voloshen, Esq. has now ended.

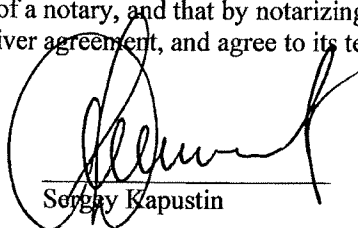
On behalf of Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. and SK Imports, Inc. I hereby expressly waive any and all attorney client privileges that the companies hold, or that I hold, as a result of the legal representation of the companies by Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and Igor A. Voloshen, Esq., and expressly grant permission to Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and Igor A. Voloshen, Esq., or anyone associated with them, to discuss all issues I raised privately with them and to disclose all written communications I, and anyone associated with Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. and SK Imports, Inc., have had with them.

I hereby represent that there was no force or threat to me by anyone for me to prepare and sign this waiver of confidentiality and consent to disclose. I further represent that, on behalf of Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. and SK Imports, Inc., I knowingly and intelligently waive any and all attorney client privileges those companies had, or that I had, with Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and Igor A. Voloshen, Esq. and/or anyone associated with them.

I am fully aware that having signed this waiver agreement, I cannot hold Marcus A. Nussbaum, Esq., Harlan Garrett Greenberg, Esq. and/or Igor A. Voloshen, Esq., or anyone associated with them, whether during or after the attorney-client relationship, liable for disclosing confidential and/or privileged information about me or the companies.

I further agree that I will sign this agreement in the presence of a notary, and that by notarizing this agreement, I have willingly, and knowingly executed this waiver agreement, and agree to its terms voluntarily.

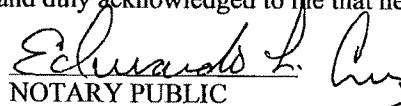
Dated: This 15 day of January, 2016


Sergey Kapustin

STATE OF Pennsylvania

COUNTY OF Bucks

On January 15, 2016 before me personally came Sergey Kapustin, to me known, and known to me to be the individual described in, and who executed the foregoing WAIVER OF ATTORNEY-CLIENT PRIVILEGE AND WRITTEN CONSENT TO DISCLOSURE, and duly acknowledged to me that he executed the same.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EDUARDO L CRUZ, NOTARY PUBLIC
BRIDGEPORT BORO, MONTGOMERY COUNTY
MY COMMISSION EXPIRES OCTOBER 11, 2016

[Translation into Russian – Перевод на русский]

**НАМЕРЕННЫЙ ОТКАЗ ОТ ПРИВИЛЕГИИ АДВОКАТСКОЙ ТАЙНЫ
ПИСЬМЕННОЕ СОГЛАСИЕ НА РАЗГЛАШЕНИЕ ИНФОРМАЦИИ**

Я, Сергей Капустин, являюсь президентом и единоличным владельцем компаний Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc. На протяжении всего времени, включая настоящее время, у меня было полное право на обсуждение вопросов от имени всех этих компаний и принимать решения, касающиеся всех этих компаний.

В прошлом я воспользовался услугами г-на Маркуса А. Нассбаума (Marcus A. Nussbaum, Esq.), г-на Харлана Гарретта Гринберга (Harlan Garrett Greenberg, Esq.) и г-на Игоря А. Волошена (Igor A. Voloshen, Esq.) в качестве адвокатов, представляющих интересы компаний Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc.

В настоящее время взаимоотношения юрист-клиент между компаниями Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc. и г-ном Маркусом А. Нассбаумом (Marcus A. Nussbaum, Esq.), г-ном Харланом Гарреттом Гринбергом (Harlan Garrett Greenberg, Esq.) и г-ном Игорем А. Волошеным (Igor A. Voloshen, Esq.) прекратились.

От имени компаний Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc. настоящим я прямо выражаю свой намеренный отказ от любых привилегий адвокатской тайны, которыми могут обладать компании или которыми могу обладать я в результате защиты правовых интересов г-ном Маркусом А. Нассбаумом (Marcus A. Nussbaum, Esq.), г-ном Харланом Гарреттом Гринбергом (Harlan Garrett Greenberg, Esq.) и г-ном Игорем А. Волошеным (Igor A. Voloshen, Esq.), и прямо предоставляю разрешение г-ну Маркусу А. Нассбауму (Marcus A. Nussbaum, Esq.), г-ну Харлану Гарретту Гринбергу (Harlan Garrett Greenberg, Esq.) и г-ну Игорю А. Волошену (Igor A. Voloshen, Esq.) и любым связанным с ними лицам на обсуждение любых вопросов, которые я лично с ними обсуждал, а также на разглашение любой информации, фигурирующей в переписке между ними и мной и любыми лицами, связанными с компаниями Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc.

Я настоящим заявляю, что меня никто не заставлял и не принуждал подготовить и подписать этот намеренный отказ от прав конфиденциальности и согласия на разглашение информации. Кроме того, я заявляю, что от имени компаний Global Auto, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc. и SK Imports, Inc. я преднамеренно и сознательно отказываюсь от любых привилегий адвокатской тайны, которыми могли обладать эти компании или я в отношениях с г-ном Маркусом А. Нассбаумом (Marcus A. Nussbaum, Esq.), г-ном Харланом Гарреттом Гринбергом (Harlan Garrett Greenberg, Esq.) и г-ном Игорем А. Волошеным (Igor A. Voloshen, Esq.) и (или) с любыми связанными с ними лицами.

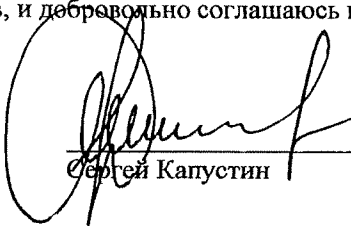
Подписывая это соглашение об отказе от прав, я отдаю себе полный отчет в том, что я не могу привлечь г-на Маркуса А. Нассбаума (Marcus A. Nussbaum, Esq.), г-на Харлана Гарретта Гринберга (Harlan Garrett Greenberg, Esq.) и (или) г-на Игоря А. Волошена (Igor A. Voloshen, Esq.) или любых связанных с ними лиц, будь то до или после окончания взаимоотношений юрист-клиент, к ответственности за раскрытие конфиденциальной информации и (или) информации, не подлежащей разглашению, касающейся меня или этих компаний.

Я далее выражаю свое согласие с тем, что я буду подписывать это соглашение в присутствии нотариуса, и, что нотариальное заверение этого соглашения означает, что я без принуждения и сознательно подписал это соглашение об отказе от прав, и добровольно соглашаюсь на его условия.

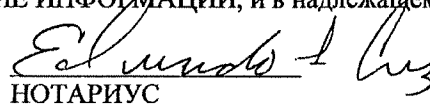
Дата: 15 января 2016 года

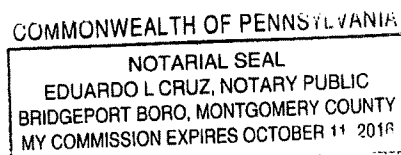
ШТАТ: Pennsylvania

ОКРУГ: Bucks


Сергей Капустин

15 января 2016 года Сергей Капустин, личность которого была установлена, в моем присутствии лично подписал НАМЕРЕННЫЙ ОТКАЗ ОТ ПРИВИЛЕГИИ АДВОКАТСКОЙ ТАЙНЫ И ПИСЬМЕННОЕ СОГЛАСИЕ НА РАЗГЛАШЕНИЕ ИНФОРМАЦИИ, и в надлежащем порядке подтвердил, что он подписал этот документ.


НОТАРИУС



ATTACHMENT 3

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Ardak Akishev, <i>et al.</i> Plaintiffs, v. G Auto Sales, Inc., <i>et al.</i> Defendants.	Civil Action No. 13-cv-07152(NLH)(AMD)
--	---

**FIRST AMENDED CROSSCLAIM COMPLAINT
OF DEFENDANTS SERGEY KAPUSTIN, G AUTO SALES, INC., GLOBAL
AUTO SALES, INC., and EFFECT AUTO SALES, INC.**

1. Crossclaim Plaintiffs SERGEY KAPUSTIN, GLOBAL AUTO, INC. (“Global Auto”), G AUTO SALES, INC. (“G Auto”), and EFFECT AUTO SALES, INC., (“Effect Auto”) (collectively “Crossclaim Plaintiffs”) by their undersigned attorney, as and for their Complaint against the Crossclaim Defendants herein, state as follows:

NATURE OF ACTION

2. This is an action in law for breach of contract, breach of fiduciary duty, conversion, tortious interference, fraud, piercing the corporate veil, replevin, injunctive relief, and transportation of at least one stolen vehicle across state lines.

3. Crossclaim Defendants Michael Hitrinov, a/k/a Michael Khitrinov, (herein after “Hitrinov”) Empire United Lines Co. Inc. (herein after “Empire”), CarCont Oy, Ltd. (herein after “CarCont”) (collectively, the “Empire Defendants”), are in the business of providing services as an ocean transportation intermediary, and operate as a non-vessel

operating common carrier (“NVOCC”). The Empire Defendants arrange for the transport of automobiles overseas for automobile dealerships and personal shippers, and contracted with Plaintiffs to use their services to ship Plaintiffs’ automobiles from the United States to a warehouse owned and operated by CarCont, located in the Port of Kotka, which is a major Finnish sea port that serves the foreign trade of Finland and the United States.

4. Crossclaim Plaintiffs have been forced to assert the claims below as a result of the Empire Defendants’ unlawful conversion of automobiles owned by Crossclaim Plaintiffs, and contracted for sale to Crossclaim Plaintiffs’ customers.

5. As of now, the Empire Defendants are unlawfully holding 15 vehicles either belonging to Crossclaim Plaintiffs or contracted to customers. The Empire Defendants have previously represented to the Court that the vehicles were located in their warehouse in Elizabeth, New Jersey (the “Elizabeth Vehicles”). The titles to the Elizabeth Vehicles are currently in registry of this Court pursuant to the Order, dated July 14, 2015 (ECF 237). Court. Crossclaim Plaintiffs seek injunctive relief from this Court in the form of an order compelling Defendants to immediately release the Elizabeth Vehicles which unlawfully held by the Empire Defendants into the registry of this Court.

6. Crossclaim Plaintiffs have further been forced to bring the instant lawsuit in order to recoup for lost profits and lost business suffered by Crossclaim Plaintiffs as a result of the Defendants’ breach of contract and other fraudulent and illegal activities, which have resulted in direct and consequential damages in excess of \$1,000,000.

7. Crossclaim Plaintiffs initially filed the instant lawsuit in the Eastern District of New York, Civil Action 13-cv-2479. On October 1, 2015, Judge Townes of the EDNY dismissed that lawsuit without prejudice.

8. Crossclaim Plaintiffs file this Amended Crossclaim Complaint to continue pursuing their claims in this Court.

THE PARTIES

9. Crossclaim Plaintiff Sergey Kapustin (“Kapustin”) is an adult individual residing at 303 Ridgeway Street, Philadelphia, PA. At all times relevant to this Amended Crossclaim Complaint Kapustin was a President of Crossclaim Plaintiff Global Auto, Inc.

10. GLOBAL AUTO, INC. (“Global Auto”) is a New Jersey corporation with its primary place of business at 500 South Broad Street, Elizabeth, New Jersey 07202.

11. Crossclaim Plaintiff G AUTO SALES, INC. (“G Auto”) is a New Jersey corporation with its primary place of business at 150-1 Carriage Lane, Delran, New Jersey 08075.

12. Crossclaim Plaintiff EFFECT AUTO SALES, INC. (“Effect Auto”) is a New Jersey corporation with its primary place of business at 500 South Broad Street, Elizabeth, New Jersey 07202.

13. Crossclaim Defendant Empire United Lines Co., Inc. (“Empire”) is a closely held New York Corporation with its primary place of business at 2303 Coney Island Avenue, Brooklyn, New York, 11223-3337.

14. Crossclaim Defendant CarCont Oy, Ltd. (“CarCont”) is a business entity organized and existing under the laws of Finland with a principal place of business located at Merituulentia, 424 2nd Floor, Kotka, Finland, 48310.

15. Crossclaim Defendant Michael Hitrinov, a/k/a Michael Khitrinov (“Hitrinov”) is an adult individual and is a resident of the State of New York who maintains a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223, and at Merituulentia, 424 2nd Floor, Kotka, Finland, 48310.

16. At all times relevant to the instant lawsuit, Hitrinov was the President and/or Chief Operating Officer and principal shareholder of Empire.

17. At all times relevant to the instant lawsuit, Hitrinov was the Chairperson of the Board of CarCont, with signatory authority and direct control over CarCont and is also its principal shareholder/member.

18. At all times relevant to the instant lawsuit, Empire, CarCont, and Hitrinov were united in interest such that they are one and the same.

19. At all times relevant to the instant lawsuit, Empire, CarCont, and Hitrinov were the alter egos of each other.

20. At all times relevant to the instant lawsuit, Hitrinov knowingly and intentionally used the corporate form of Empire and CarCont to perpetrate tortious and other wrongful conduct against the Crossclaim Plaintiffs.

21. At all times relevant to the instant lawsuit, Empire is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or a non-vessel operating common carrier under license number 012052.

JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction over the claims in this action based on complete diversity of citizenship pursuant to 28 U.S.C. § 1332, the Crossclaim Plaintiffs being citizens of New Jersey for diversity purposes and Crossclaim Defendants being citizens of New York and Finland for diversity purposes, and the amount in controversy exceeding \$75,000.00.

23. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C. § 1367 as such claims are also so closely related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

24. This Court has personal jurisdiction over the all of the Crossclaim Defendants because they have conducted business in, and have had continuous and systematic contacts with the State of New Jersey at all times relevant to this action. The wrongful activities in this case are a direct result of the Crossclaim Defendants' purposeful interactions with Crossclaim Plaintiffs in the State of New Jersey, Defendants have purposefully availed themselves of the privilege of doing business in the State of New Jersey, and critical elements of Defendants' wrongdoing occurred in the State of New Jersey.

25. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the main action is situated, in this District.

STATEMENT OF FACTS

26. At all times relevant to this Amended Crossclaim Complaint, Crossclaim Plaintiffs were in the business of exporting used cars from the United States to Europe.

27. These automobiles were generally purchased by Crossclaim Plaintiffs used from dealers or at auctions in the United States and are then shipped from the United States overseas via ocean transport in containers (alternatively referred to as “cargo containers” or “cargo”).

28. Empire, as an NVOCC, contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

29. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage.

30. The NVOCC buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

31. At all times relevant hereto, a master service agreement (the “Service Agreement”) existed between Empire and Mediterranean Shipping Company (“MSC”), which is not a party to this action.

32. Pursuant to the Service Agreement between Empire and MSC and CarCont, among others, Empire was able to obtain container space for Crossclaim Plaintiffs’ cargo aboard vessels outbound from, inter alia, the Port of Elizabeth, New Jersey, on favorable terms.

33. From 2010 – 2012, Crossclaim Plaintiffs contracted with Hitrinov, Empire and CarCont, to secure shipping and warehouse services related to vehicles destined for Kotka, Finland, with the consignee on each shipping bill of lading designated as CarCont.

34. CarCont Ltd., a company controlled by Mikhail Hitrinov, was listed as the Consignee on the Bill of Lading for many of the vehicles in question, including those shipped to Kotka Finland on behalf of Plaintiffs Lisitsyn, Kondratuk, Batalov, Maniashin, and Yamkoviy.

35. From 2003 to 2008, Crossclaim Plaintiffs had a prior business relationship with Crossclaim Defendants, which then soured. In March 2010, Defendant Hitrinov contacted Sergey Kapustin and offered a low shipping rate to entice Crossclaim Plaintiffs to begin a new business relationship with Empire and CarCont. Crossclaim Plaintiffs agreed to ship with Empire, but did not agree to warehouse their vehicles with CarCont.

36. In September of 2010, Hitrinov invited Kapustin to a dinner meeting at a restaurant in Elizabeth, New Jersey, next to Empire's warehouse is which Empire was holding the Elizabeth Vehicles, including the vehicle at issue in Plaintiffs' First Amended Complaint reserved by Plaintiff Matveev.

37. At the meeting, Hitrinov offered Kapustin an open term credit line in the amount of \$200,000 for use by all Crossclaim Plaintiffs. The line of credit would carry an annual interest rate of 18% percent and would require interest only payments. Hitrinov required that all shipping and storage fees would have to be paid separately by Crossclaim Plaintiffs, and they would need to maintain vehicles in storage with Defendants that had a minimum auction value of 60% of the outstanding line of credit balance.

38. Kapustin stated that the only way he would agree to the proposal was if the line of credit would be payable no sooner than 180 days after demand from Crossclaim Defendants. Hitrinov agreed to the terms.

39. Crossclaim Defendants proceeded to loan \$170,000 to Crossclaim Plaintiffs in 2010 and then increased the line in 2011 and loaned another \$280,120, for a total of \$450,120.

40. Crossclaim Plaintiffs timely paid all interest and shipping and storage fees due and owing.

41. From March of 2010, through December of 2012, Hitrinov offered Crossclaim Plaintiffs the use of Empire's storage facilities in Elizabeth, New Jersey, for the storage of automobiles owned by Crossclaim Plaintiffs and for which Crossclaim Plaintiffs had not yet procured an overseas buyer.

42. Per the agreement between the parties, Hitrinov charged Crossclaim Plaintiffs a one-time flat fee for storage of \$100.00 per vehicle, regardless of the length of time that the vehicles would be stored.

43. Global and Empire maintained a list of vehicles that were subject to the security arrangement.

44. Crossclaim Plaintiffs shipped cars to CarCont that were removed or cleared from the secured vehicle list and that were destined for transfer to Crossclaim Plaintiffs customers.

45. In addition, Crossclaim Plaintiffs shipped other cars, never secured by Crossclaim Defendants' loans, to CarCont, that were destined for transfer to Plaintiffs' customers.

46. By the fall of 2012, CarCont had in its inventory vehicles belonging to Crossclaim Plaintiffs that exceeded \$800,000 in value. While at the same time, over \$300,000 worth of vehicles that Crossclaim Plaintiffs owned directly or had a right to possess (eight of the vehicles were floor financed with Palisades Dealer Funding, LLC) were located at Defendant Empire's Elizabeth, New Jersey, warehouse, including the vehicle purchased by Plaintiff Matveev.

47. In late fall, 2012, Crossclaim Plaintiffs began to experience problems with the release of their vehicles from Crossclaim Defendants. During this same time frame, other customers of Crossclaim Plaintiffs' were complaining that they were being overcharged by Crossclaim Defendants when they went to pick up their vehicles for import into the former Soviet Union.

48. As a result, Crossclaim Plaintiffs contracted with an alternative shipping company.

49. Upon learning that Crossclaim Plaintiffs had begun to use an alternate carrier, Crossclaim Defendants unilaterally attempted to alter the terms of the parties agreement, stating in an email dated December 18, 2012 that "effective immediately all the release for cars in a NJ warehouse is subject to \$300 handling fees and \$10/day storage."

50. On December 27, 2012, Hitrinov contacted Crossclaim Plaintiffs and demanded the repayment of the line of credit within 30 days, but refused to quantify the precise amount that needed to be repaid.

51. Crossclaim Plaintiffs contacted Hitrinov and reached an agreement with him by which Crossclaim Plaintiffs would pay the full auction value of each vehicle on the list of vehicles comprising the 60% security arrangement with Empire, and in return Defendants agreed to release the vehicles for which payment was rendered to Crossclaim Plaintiffs or their customers.

52. Crossclaim Plaintiffs proceeded to make payments in the amount of approximately \$25,000 for the release of three separate vehicles, but after receiving payment, Defendants refused to release the vehicles and cut off communications.

53. Crossclaim Plaintiffs continued to reach out to Crossclaim Defendants in an attempt to establish a repayment structure, and to secure the release of vehicles that had a value to Crossclaim Plaintiffs in excess of three times the amount Hitrinov claims he “invested” with Crossclaim Plaintiffs. The communications were ignored.

54. Unknown to Crossclaim Plaintiffs at the time, in January of 2013, Crossclaim Defendants began to sell Crossclaim Plaintiffs’ vehicles to third parties.

55. In March, 2013, Crossclaim Plaintiffs sent a representative to CarCont to check on the status of the 44 vehicles being held there.

56. Crossclaim Plaintiffs’ representative discovered that all of the 44 vehicles were no longer at CarCont’s warehouse.

57. Crossclaim Plaintiffs then hired legal counsel in Kotka, Finland, and notified

the authorities regarding the conversion of vehicles by Crossclaim Defendants and initiated an action in the Eastern District of New York in April of 2013, Court File No.: 13-CV-2479 (the “New York Action”).

58. At the time the New York action initiated, Crossclaim Plaintiffs had 20 vehicles which were already being held in storage at Empire’s warehouse in Elizabeth, New Jersey. See **Exhibit “2”**.

59. Subsequent to the initiation of that action, four of the twenty vehicles located in Elizabeth, N.J., were moved by Defendants to an unknown and undisclosed location.

60. The vehicle purchased by Plaintiff Matveev was released to Plaintiffs pursuant to the Court’s Order, dated September 11, 2015 (ECF 264).

61. Titles to the 15 remaining Elizabeth Vehicles were placed into this Court’s registry pursuant to the July 14, 2015 Order (ECF 237).

62. At the time the New York Action initiated, Effect Auto had already shipped 37 vehicles to Finland via Empire, all of which were already being held in storage at CarCont and Hitrinov’s storage site in Kotka. A copy of the spreadsheet itemizing these vehicles is annexed hereto as **Exhibit “1”**.

63. At the time the New York Action initiated, Global Auto had already shipped 5 vehicles to Finland via Empire, all of which were already being held in storage at CarCont and Hitrinov’s storage site in Kotka. See **Exhibit “3”**.

64. At the time the New York Action initiated, G Auto had already shipped 1 vehicle to Finland via Empire, which was being held in storage at CarCont and Hitrinov’s storage site in Kotka, Finland. In addition to the aforementioned vehicle, G Auto shipped

a Yamaha boat and trailer, also held in storage in Kotka by CarCont. See **Exhibit "4"**.

65. The total auction value of the vehicles mentioned herein shipped and stored by Crossclaim Defendants for Crossclaim Plaintiffs is in excess of \$1,100,000.00.

66. Crossclaim Defendants have unlawfully seized Crossclaim Plaintiffs' automobiles identified herein in **Exhibits "1" through "4"** and have refused to release them to their intended recipients, despite the fact that Crossclaim Plaintiffs have lived up to their contractual obligations and have paid Defendants in full for all shipping and storage charges. The freight charges (in the amount of \$750.00 per vehicle) and storage fees (originally agreed to be in the amount of \$100.00 per each vehicle stored in Elizabeth, New Jersey) for the automobiles described herein were paid in full to Empire by all three Crossclaim Plaintiffs..

67. Hitrinov has represented to the EDNY Court by affidavit that at his direction, the vehicles in Kotka, Finland, have been removed from CarCont's location and sold to third parties, after incurring additional costs in the way of necessary repairs and customs duties associated with import.

68. The EDNY Court ordered Defendants to produce documents verifying the repairs and the sale of the vehicles in CarCont's warehouse in Kotka, Finland, to third parties.

69. Empire, CarCont, and Hitrinov have failed to produce any actual sales records, any notifications of sale, documents showing independent vehicle valuation, purchase price, sale price, transfer of title records, bills of sale or any documents identifying the actual purchasers of the vehicles, or any financial records demonstrating payment or

transfer of funds for the vehicles at issue.

70. Hitrinov also represented to the EDNY Court by affidavit that the vehicles in Kotka, Finland, required payment of customs duties, and extensive repairs. Crossclaim Defendants have failed to produce any documentation of the customs duties, or of the claimed extensive repairs done to the vehicles, even after having been ordered to produce such documentation by the EDNY Court.

71. Hitrinov also set out on personal revenge campaign against Sergey Kapustin and continued to contact Crossclaim Plaintiffs' customers to defame Kapustin personally and to convince them to proceed with lawsuits against Kapustin when it was Crossclaim Defendants who unlawfully seized cars purchased by customers and entrusted by Crossclaim Plaintiffs to Crossclaim Defendants for shipment and delivery to customers.

72. As set forth below, Crossclaim Plaintiffs seek an award of damages in an amount sufficient to deter Crossclaim Defendants from further engaging in unlawful practices and violating Crossclaim Plaintiffs' rights, and to deter Defendants from performing this scheme to defraud upon anyone else.

CAUSES OF ACTION

COUNT I BREACH OF CONTRACT

73. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

74. Crossclaim Defendants materially breached the joint venture and agreement entered into with Crossclaim Plaintiffs by failing to honor the terms thereof and for failing

to perform in accordance with their promises actions.

75. Crossclaim Defendants refused to release vehicles despite shipping and storage charges being fully paid by Crossclaim Plaintiffs.

76. Crossclaim Defendants have made demand for payment on the line of credit extended to Crossclaim Plaintiffs, but on separate occasions have failed to honor the repayment terms agreed to by the parties.

77. Crossclaim Defendants have also converted for their own use, benefit and profit vehicles which are not subject to the parties venture and agreement and which significantly exceed in value over and over the obligations demanded by them.

78. Crossclaim Plaintiffs have fully performed on their obligations under the parties venture and agreement and have timely paid all interest and shipping and storage fees due and owing.

79. Crossclaim Defendants have acted in direct and unilateral violation of the terms the parties' venture and agreement with respect to each Crossclaim Plaintiff and are in breach thereof.

80. As a direct and proximate result of Crossclaim Defendants' breach, Crossclaim Plaintiffs suffered damages and losses in an amount to be proven at trial.

**COUNT II
BREACH OF FIDUCIARY DUTY**

81. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

82. At all times relevant hereto an agency and/or joint venture relationship

existed between Crossclaim Plaintiffs and Crossclaim Defendants Empire, CarCont, and Hitrinov.

83. Pursuant to the agency and/or joint venture relationship, Empire, CarCont, and Hitrinov owed Crossclaim Plaintiffs a duty of loyalty and a duty of the utmost good faith and fair dealing.

84. By reason of the aforesaid, Empire, Carcont, and Hitrinov breached their fiduciary obligations by, *inter alia*, imposing charges which were never agreed upon and converting Crossclaim Plaintiffs' assets which were the subject of the agency and/or joint venture relationship.

85. The actions of Empire, CarCont, and Hitrinov are willful, wanton and outrageous and justify the award of punitive damages.

86. Empire, CarCont, and Hitrinov are therefore jointly and severally liable for all harm and damages occasioned by the aforesaid unlawful conduct in an amount to be proven at trial.

COUNT III CONVERSION

87. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

88. Under New Jersey law, conversion is an unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of their condition or the exclusion of an owner's rights. *LaPlace v. Briere*, 404 N.J. Super. 585, 595, (N.J. Super. Ct. App. Div. 2009).

89. By reason of the aforesaid, Empire, CarCont, and Hitrinov have unlawfully and without justification converted Crossclaim Plaintiffs' property, by *inter alia*, imposing charges which were never agreed upon, exercising control over Crossclaim Plaintiffs' vehicles after Crossclaim Plaintiffs' rightful demand for release of the vehicles.

90. Crossclaim Plaintiffs have suffered damage as a result of Crossclaim Defendants' conduct in an amount to be proven at trial.

91. Empire's, CarCont's, and Hitrinov's actions are also willful wanton and outrageous and justify the award of punitive damages.

**COUNT IV
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS**

92. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

93. By reason of the aforesaid, Empire, CarCont, and Hitrinov have intentionally interfered with Crossclaim Plaintiffs' relationships with actual and/or prospective customers and vendors and have interfered with Crossclaim Plaintiffs' ability to lawfully market and sell their motor vehicles and inventory in an orderly manner.

94. By reason of Hitrinov's personal revenge campaign against Sergey Kapustin, Hitrinov have intentionally interfered with Sergey Kapustin's relationships with actual and/or prospective customers and vendors and have interfered with Crossclaim Plaintiffs' ability to lawfully market and sell their motor vehicles and inventory in an orderly manner.

95. Crossclaim Plaintiffs have suffered damage as a result of Crossclaim Defendants' conduct in an amount to be proven at trial.

**COUNT V
COMMON LAW FRAUD**

96. Crossclaim Plaintiffs hereby incorporate by reference the allegations set forth above.

97. By reason of the aforesaid, Crossclaim Defendants Hitrinov, CarCont, and Empire, through fraud and deceit, induced Crossclaim Plaintiffs into shipping a significant quantity of goods for the purpose of placing the Crossclaim Plaintiffs in a hopeless position where they would succumb to said Crossclaim Defendants' unlawful demands for fear of losing revenues associated with the wrongfully seized cargo.

98. As set forth above, from approximately March of 2010 up through December of 2012, Crossclaim Plaintiffs, via Crossclaim Defendants Empire and CarCont, shipped numerous containers with automobiles acquired by Crossclaim Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

99. The automobiles were shipped pursuant to an agreement between Crossclaim Plaintiffs and Empire that Crossclaim Plaintiffs would be charged one flat fee per container, which fee was calculated on a warehouse to warehouse basis.

100. As set forth above, some of the automobiles were stored at Empire's storage facilities in New Jersey pursuant to an agreement between Crossclaim Plaintiffs and Crossclaim Defendant Empire that Crossclaim Plaintiffs would be charged a one-time storage flat fee of \$100.00 per vehicle, regardless of the length of time that the vehicles would be stored.

101. Pursuant to the agreements, Crossclaim Plaintiffs paid Crossclaim

Defendants in full for all shipping and storage charges.

102. The Defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose that in the event that Crossclaim Plaintiffs were to discontinue the business relationship, that they would seize Crossclaim Plaintiffs' cargo, unless Crossclaim Plaintiffs agreed to pay brand new excessive charges not previously agreed upon.

103. The Crossclaim Defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose their intent to sell Crossclaim Plaintiffs' cargo to satisfy payment of an unjust and unlawful debt arising out of the loans made to Crossclaim Plaintiffs.

104. After making demand for repayment of the credit line in late 2012, Defendants induced Crossclaim Plaintiffs to make payments in exchange for promises to release subject vehicles.

105. Crossclaim Defendants intentionally failed to honor their promises which they never intended to keep in the first place and kept Crossclaim Plaintiffs' payments as well as the vehicles, which they later claimed were sold to third parties.

106. Accordingly, the sum of at least \$1,000,000.00 together with applicable punitive and treble damages in an amount to be determined by the Court, with all interest, attorneys' fees, costs and disbursements incurred in connection with this action, is due to Crossclaim Plaintiffs from the Crossclaim Defendants.

COUNT VI
ACTION TO PIERCE CORPORATE VEIL

107. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

108. Crossclaim Plaintiffs aver that Crossclaim Defendant Hitrinov used the instrumentality and legal entity form of Crossclaim Defendants Empire and CarCont to knowingly perpetrate several distinct and separate torts set forth herein and to otherwise defraud the Crossclaim Plaintiffs. As a direct participant in the tortious conduct complained of herein, the individual Defendant Hitrinov is not entitled to the limited liability protections of the corporate or legal entity form.

109. In addition, Crossclaim Plaintiffs believe and therefore aver that Defendant Hitrinov, CarCont, and Empire are alter egos for one and another have misused the corporate form and disregarded corporate formalities to a degree where the distinction between the individual and corporate defendant and the distinction between the corporate defendants *inter se* has been rendered meaningless thereby rendering the entities a “sham” for purposes of this action.

COUNT VII
REPLEVIN
(N.J.S.A. 2B:50–1, *et seq.*)

110. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

111. At all times mentioned herein, Crossclaim Plaintiffs were the lawful owners of pursuant to a certificate of title or had the lawful right to possession pursuant to a

consignment of the motor vehicles that are the subject of this action.

112. After the Crossclaim Defendants breached their contractual and fiduciary obligations, they refused to return the vehicles belonging to Crossclaim Plaintiffs despite demand.

113. Crossclaim Defendants have converted the motor vehicles to their own use and benefit for purposes of profit without Crossclaim Plaintiffs' authorization or consent.

114. Crossclaim Defendants by virtue of their unlawful conduct have thereby caused willful and deliberate injury to Crossclaim Plaintiffs.

115. Pursuant to an action for recovery of property under N.J.S.A. 2B:50-1, *et seq.*, Crossclaim Plaintiffs are entitled to have the motor vehicles in Crossclaim Defendants possession place into the registry of the Court prior to the entry of a final judgment.

COUNT VIII INJUNCTIVE RELIEF

116. Crossclaim Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

117. Crossclaim Plaintiffs seek injunctive relief in the form of an order and/or decree enjoining Crossclaim Defendants from exercising unlawful dominion and control over Crossclaim Plaintiffs' vehicles.

118. The titles to the Elizabeth Vehicles are currently in registry of this Court pursuant to the Order, dated July 14, 2015 (ECF 237).

119. Crossclaim Plaintiffs seek an order and/or decree directing Crossclaim Defendants to immediately release the Elizabeth Vehicles to the registry of this Court.

569. Crossclaim Defendants' conduct threatens immediate and irreparable harm to creditors of Crossclaim Plaintiffs' for which no adequate remedy at law exists.

REQUEST FOR RELIEF

WHEREFORE, as to the Amended Crossclaim Complaint, by reason of the aforesaid, Crossclaim Plaintiffs seeks the following:

1. An award of actual damages in excess of \$1,000,000.00 as against Crossclaim Defendants, jointly and severally;
2. An award of punitive damages in excess of \$1,000,000.00 as against all Crossclaim Defendants jointly and severally;
3. Treble damages as available under common law and any other applicable statutes;
4. Replevin of the 15 Elizabeth Vehicles still held by Crossclaim Defendants and directing Crossclaim Defendants to immediately release to the registry of this Court all Elizabeth Vehicles; and
5. Such other relief as may be deemed just and equitable.

Dated: October 9, 2015

/s/ Igor A. Voloshen
Igor A. Voloshen, Esq.
**VOLOSHEN, DIVINSKY &
ASSOCIATES**
611 County Line Road,
Suite A
Huntingdon Valley, PA 19006
(215) 437-7854

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the First Amended Crossclaim Complaint on behalf of Defendants Sergey Kapustin, G Auto Sales, Inc., Global Auto Sales, Inc., and Effect Auto Sales, Inc. was served on this 9th day of October, 2015, via electronic service of the Court through ECF filing on all parties of record.

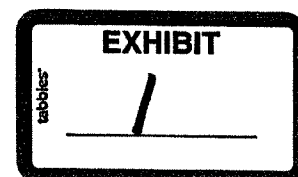
Dated: October 9, 2015

/s/ Igor A. Voloshen
Igor A. Voloshen, Esq.
**VOLOSHEN, DIVINSKY &
ASSOCIATES**
611 County Line Road,
Suite A
Huntingdon Valley, PA 19006
(215) 437-7854

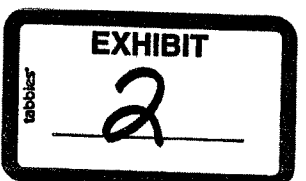
Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
EFFECT AUTO SALES INC.	2010 LEXUS RX 350	Kotka	2T2BK1BA5AC009746	MSCU8549457	Yes	\$32,196.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWML7AN9AE507737	INKU2255403	Yes	\$17,091.00
EFFECT AUTO SALES INC.	2009 BMW X5	Kotka	SUXPB43579L260951	TGHU7722677	Yes	\$30,250.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25E39A489354	INKU6454152	Yes	\$30,954.00
EFFECT AUTO SALES INC.	2011 LEXUS LX 570	Kotka	JTJHY7AX4B4060677	MSCU7880692	Yes	\$53,062.00
EFFECT AUTO SALES INC.	2009 LEXUS LX 570	Kotka	JTJHY00W694027108	INKU6611170	Yes	\$58,561.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25E79A519374	CAIU8750765	Yes	\$28,633.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ ML320	Kotka	4JGBB25B09A497525	TRLU5762222	Yes	\$31,802.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3ZE11A79U005453	MSCU9950675	Yes	\$21,352.00
EFFECT AUTO SALES INC.	2012 JEEP COMPASS SPORT	Kotka	1C4NJCBA1CD573626	MSCU9808526	Yes	\$13,510.00
EFFECT AUTO SALES INC.	2009 TOYOTA PRIUS	Kotka	JTDKB20U693488352	TGHU8770134	Yes	\$11,003.00
EFFECT AUTO SALES INC.	2010 SUBARU OUTBACK	Kotka	4S4BRB8C9A3328479	MSCU7912634	Yes	\$14,586.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWNL7AN5AB527150	TGHU8770134	Yes	\$16,551.00
EFFECT AUTO SALES INC.	2009 MERCURY MARINER	Kotka	4M2CU87729KJ12992	TGHU8770134	Yes	\$10,381.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3BE11A99U004942	TTLU981862-1	Yes	\$18,607.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ R320	Kotka	4JGBB25E69A095805	TRIU9057653	Yes	\$23,146.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGAV75N49W002956	TTLU499373-0	Yes	\$14,750.00
EFFECT AUTO SALES INC.	2011 JEEP COMPASS	Kotka	1J4NF5F87BD282296	TGHU8737440	Yes	\$15,250.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGBV75N29W525297	TGHU8737440	Yes	\$15,401.00
EFFECT AUTO SALES INC.	2009 MERCEDES-BENZ C300	Kotka	WDDGF81X49R073295	TGHU8737440	Yes	\$22,280.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3BE11A99U007805	TTLU6170514	Yes	\$22,305.00
EFFECT AUTO SALES INC.	2010 HONDA INSIGHT	Kotka	JHMZE2H51AS007600	MEDU8259900	Yes	\$12,199.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K99U346317	MSCU9189268	Yes	\$9,018.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	Kotka	4T3ZE11AX9U017211	TRIU9507220	Yes	\$17,898.00
EFFECT AUTO SALES INC.	2009 DODGE CALIBER	Kotka	1B3HB48A79D129278	MSCU9187861	Yes	\$6,010.00
EFFECT AUTO SALES INC.	2009 SUBARU FORESTER	Kotka	JF2SH61649H171573	MSCU9187861	Yes	\$10,472.00
EFFECT AUTO SALES INC.	2010 MERCURY MARINER	Kotka	4M2CN8B74AKJ17359	CRXU9813340	Yes	\$11,179.00
EFFECT AUTO SALES INC.	2010 JEEP COMPASS SPORT	Kotka	1J4NF4FB6A0583215	CRXU9813340	Yes	\$11,921.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K09U812264	MSCU9078156	Yes	\$9,200.00
EFFECT AUTO SALES INC.	2010 GMC ACADIA SLT-2	Kotka	1GKLVNB6A1J38200	TCNU8761450	Yes	\$24,536.00
EFFECT AUTO SALES INC.	2010 ACURA RDX	Kotka	5J8TB2H29A000682	TCNU8761450	Yes	\$25,170.00
EFFECT AUTO SALES INC.	2010 SUBARU LEGACY	Kotka	4S3BMBB65A3210717	MSCU9152382	Yes	\$13,260.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	Kotka	WVWML7AN7AE525508	MSCU9152382	Yes	\$16,900.00
EFFECT AUTO SALES INC.	2009 FORD ESCAPE	Kotka	1FMCU02729K002110	MEDU8199205	Yes	\$9,810.00
EFFECT AUTO SALES INC.	2009 TOYOTA PRIUS	Kotka	JTDKB20U897858466	TCKU9873233	Yes	\$12,580.00
EFFECT AUTO SALES INC.	2009 TOYOTA CAMRY	Kotka	4T1BE46K19U306703	TCKU9873233	Yes	\$9,870.00
EFFECT AUTO SALES INC.	2010 TOYOTA HIGHLANDER	usa	5TDZA3BH4AS003339		No	\$18,330.00
EFFECT AUTO SALES INC.	2009 MERCURY MARINER	usa	4M2CU87709KJ07967		No	\$9,350.00
EFFECT AUTO SALES INC.	2009 BMW X5 XDRIVE35D	usa	5UXFF03549LJ96843		No	\$28,570.00
EFFECT AUTO SALES INC.	2010 SUBARU LEGACY	usa	4S3BMA62A3233878		No	\$10,160.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGAV75N09W523866		No	\$12,360.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3ZE11A29U013525		No	\$16,380.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWMP7AN2AB532077		No	\$12,360.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGAV75N39W502669		No	\$14,095.00
EFFECT AUTO SALES INC.	2010 LEXUS RX 350	usa	2T2BK1BA7AC029934		No	\$24,535.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN CC	usa	WVWHL73C59B558113		No	\$13,260.00
EFFECT AUTO SALES INC.	2009 VOLKSWAGEN TIGUAN	usa	WVGBV75N09W525864		No	\$14,015.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3ZE11A79U018526		No	\$18,710.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWML9AN3AE515750		No	\$14,390.00
EFFECT AUTO SALES INC.	2010 VOLKSWAGEN CC	usa	WVWHL7AN6AE506160		No	\$15,710.00
EFFECT AUTO SALES INC.	2009 TOYOTA VENZA	usa	4T3BE11A89U005396		No	\$19,745.00
EFFECT AUTO SALES INC.	2010 FORD ESCAPE	usa	1FMCU0D78AKA29790		No	\$8,550.00
EFFECT AUTO SALES INC.	2010 TOYOTA HIGHLANDER	usa	5TDZA3BH2AS001492		No	\$17,920.00
EFFECT AUTO SALES INC.	2010 FORD ESCAPE	usa	1FMCU9E79AKA61893		No	\$10,250.00
EFFECT AUTO SALES INC.	2009 TOYOTA HIGHLANDER	usa	JTEDA41A092007850		No	\$17,055.00
EFFECT AUTO SALES INC.	2009 AUDI Q7	usa	WA1CV74L59D004718		No	\$28,175.00
EFFECT AUTO SALES INC.	2008 MERCEDES-BENZ ML320	Kotka	4JGBB22E88A372761	AMFU8757503	No	\$20,317.00

Total

\$1,045,931.00



ELIZABETH N.J.
WAREHOUSE



NUMBER OF FOLDER	AUCTION PRICE	VEHICLE TYPE	VIN		
45	\$14,390	2010 VOLKSWAGEN CC	WVWML9AN3AE515750	Moved by Empire	Title in Palisades name
46	\$24,535	2010 LEXUS RX 350	2T2BK1BA7AC029934	Moved by Empire	Title in Effect Auto name
47	\$28,175	2009 AUDI Q7	WA1CV74L59D004718	Sold to client for \$31,900	Title in Palisades name
48	\$16,380	2009 TOYOTA VENZA	4T3ZE11A29U013525		Title in Effect Auto name
49	\$13,260	2009 VOLKSWAGEN CC	WVWHL73C59E558113	Sold to client for \$15,900	Title in G Auto name
50	\$14,015	2009 VOLKSWAGEN TIGUAN	WVGAV75N09W525864	Sold to client for \$14,900	Title in Effect Auto name
51	\$10,250	2010 FORD ESCAPE	1FMCU9E79AKA61893	Sold to client for \$9,900	Title in Palisades name
52	\$18,330	2010 TOYOTA HIGHLANDER	5TDZA3EH4AS003339		Title in G Auto name
53	\$9,350	2009 MERCURY MARINER	4M2CU87709KJ07967		Title in G Auto name
54	\$18,710	2009 TOYOTA VENZA	4T3ZE11A79U018526		Title in Palisades name
55	\$15,710	2010 VOLKSWAGEN CC	WVWHL7AN6AE506160		Title in Palisades name
56	\$19,745	2009 TOYOTA VENZA	4T3BE11A89U005396		Title in Palisades name
57	\$8,550	2010 FORD ESCAPE	1FMCU0D78AKA29790		Title in Palisades name
58	\$28,570	2009 BMW X5 XDRIVE35D	SUXFP03549LJ96843		Title in Effect Auto name
59	\$10,160	2010 SUBARU LEGACY	4S3BMCA62A3233878		Title in Effect Auto name
60	\$12,360	2009 VOLKSWAGEN TIGUAN	WVGAV75N09W523866	Moved by Empire	Title in Effect Auto name
61	\$17,920	2010 TOYOTA HIGHLANDER	5TDZA3EH2AS001492		Title in Palisades name
62	\$12,360	2010 VOLKSWAGEN CC	WVWMP7AN2AE552077	Moved by Empire	Title in Effect Auto name
63	\$17,055	2009 TOYOTA HIGHLANDER	JTEDA41A092007850		Title in Palisades name
64	\$13,925	2009 VOLKSWAGEN TIGUAN	WVGAV75N39W502669		Title in Effect Auto name
total	\$323,750				

Value of vehicles moved by
empire from Elizabeth, NJ
location.
(\$63,345)

\$260,405

Total original Auction Price Value of remaining vehicles at Elizabeth, NJ location.

Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
GLOBAL AUTO INC.	2009 VOLKSWAGEN TIGUAN	Kotka	WVGAV75N49W502230	MSCU9897740	Yes	\$14,080.00
GLOBAL AUTO INC.	2008 VOLKSWAGEN JETTA	Kotka	3VWRA71K78M179897	MSCU7496584	Yes	\$10,240.00
GLOBAL AUTO INC.	2009 BMW X5	Kotka	SUXFE43509L037392	AMFU8757503	Yes	\$34,533.00
GLOBAL AUTO INC.	2009 SUBARU FORESTER	Kotka	JF2SH63619H742041	TTLU224876-4	Yes	\$11,373.00
GLOBAL AUTO INC.	2009 MERCURY MARINER	Kotka	4M2CU87779KJ12759	TRIU9855139	Yes	\$9,733.00

Total \$79,959.00



Plaintiff	Vehicles	Location	Vin#	container	Freight Paid?	Value of Vehicle
G-AUTO SALES INC.	YAMAHA BOAT	Kotka	DL1493X	MSCU7912634	Yes	\$7,600.00
	1999 YAMAHA trailer	Kotka	1DHNAELA1X1090995	MSCU7912634		
G-AUTO SALES INC.	2011 SAAB 9-4X AERO	Kotka	3G0FNUE62BS800047	MSCU9808526	Yes	\$31,750.00

Total \$39,350.00

